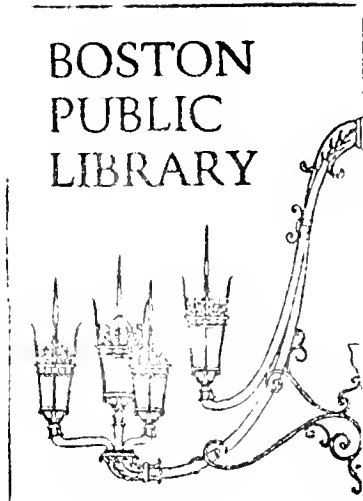


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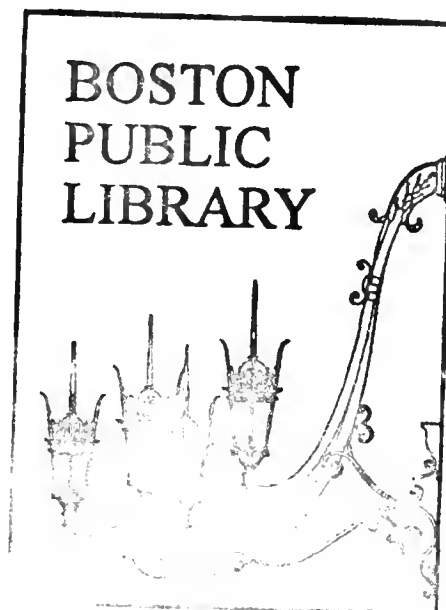
PRUDENTIAL CENTER REDEVELOPMENT DOCUMENTS SUBMITTED TO THE BOSTON REDEVELOPMENT AUTHORITY BOARD

ON
JANUARY 18, 1990

1. BRA Memorandum on Permanent Zoning
2. Permanent Zoning for the Huntington Avenue/Prudential Center District
3. BRA Memorandum on Development Plan Approval and Related Matters
4. BRA Resolutions
5. Development Plan and Development Impact Project Plan
6. Development Impact Project Agreement
7. Cooperation Agreement
8. BRA Memorandum on Report and Decision relating to Chapter 121A Actions
9. Chapter 121A Separation Amendment
10. Chapter 121A Termination Amendment
11. Letters

B1YD

XP-5389/p



M E M O R A N D U M

JANUARY 18, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAMELA WESSLING, ASSISTANT DIRECTOR FOR URBAN
DESIGN AND DEVELOPMENT
HOMER RUSSELL, DIRECTOR OF URBAN DESIGN
ERIC SCHMIDT, DIRECTOR OF DOWNTOWN PLANNING
THOMAS MAISTROS, PROJECT MANAGER
SCOTT FOWLER, PLANNING ASSISTANT

SUBJECT: HUNTINGTON AVENUE/PRUDENTIAL CENTER DISTRICT PLAN
AND PERMANENT ZONING

EXECUTIVE
SUMMARY:

This memorandum requests that the BRA Board authorize the Director to petition the Zoning Commission to adopt text and map amendments to establish in the zoning code the Huntington Avenue/Prudential Center District in substantial accord with the Article 41 and related technical amendments proposed in the attached petitions. This area includes the Prudential Center, the Huntington Avenue corridor between Copley Square and Massachusetts Avenue, the Massachusetts Avenue Corridor between St. Botolph Street and Boylston Street, the Christian Science Center, and the historic St. Germain and St. Botolph neighborhoods.

This submission to the Board follows a public hearing held on December 14, 1989, and a public comment period which formally concluded on January 5, 1990.

On December 14, 1989, a public hearing was held before the Boston Redevelopment Authority regarding the proposed Huntington Avenue/Prudential Center District permanent zoning.

After said hearing, the BRA voted to take the matter under advisement and consider it open to allow the submission of written comments to be incorporated into the public record until January 5, 1990 at 5:00 P.M. Two written comments were received during the public comment period. These letters are attached hereto as Exhibit B. Staff received several verbal comments of a technical nature from the Legal Committee of the Prudential Project Advisory Committee ("PruPAC"), and staff conducted its own technical review of the amendment during the public comment period.

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Attached in Tab 2 is the proposed Article 41 zoning text amendment petition. The attached text is substantially the same as that presented to the Board and made available to the public in connection with the December 14, 1989 Board hearing. Minor changes in the text have been made to reflect comments received and staff's technical review of the amendment. Also, attached as Exhibit "A," is an illustrative map showing proposed zoning subdistricts and areas, together with FAR and building height limitations. This map is identical with that made available to the public in connection with the December 14, 1989, Board hearing.

Objectives

The objectives of the Huntington Avenue Prudential Center zoning are:

- o To preserve and protect existing residential neighborhoods within and near the new district, including the South End, St. Germain, and St. Botolph Street neighborhoods, through strict height and density controls and special mitigation measures associated with the Prudential Center redevelopment;
- o To permit the revitalization of the now obsolete Prudential Center as a mixed-use complex with active pedestrian areas, expanded retail, residential, and office uses, and new design elements more effectively integrating the Prudential Center with surrounding neighborhoods and commercial areas;
- o To ensure that the redevelopment of the Prudential Center occurs in the context of strict design controls and effective measures to minimize adverse effects on surrounding neighborhoods, including shadow, wind, traffic, and parking impacts;
- o To promote the active pedestrian use of Huntington Avenue and Massachusetts Avenue;
- o To help preserve the unique urban plan and open spaces of the Christian Science Center;
- o To ensure that new development throughout the district is compatible with existing buildings and uses and reflects a human scale in both massing and detailing through new design controls.

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As-of-Right Height and Density Regulations

In order to preserve the scale of the district and provide predictability in regulation, the proposed zoning will establish a maximum building height of 155 feet and a maximum Floor Area Ratio (FAR) of 10. Within the Protection Areas, the Christian Science Institutional Area, and the St. Cecilia Special Study Area, described below, lower height and density limitations will apply.

Protection Areas and Institutional Area

The Huntington Avenue/Prudential Center District contains several unique residential and commercial/cultural areas requiring special protection through lower height and density limits. Accordingly, the proposed zoning provides for three protection areas. The St. Botolph Street Protection Area, the St. Germain Street Protection Area, and the Massachusetts Avenue/Belvidere Protection Area will be subject to a maximum building height of 45 feet and an FAR of 2. The Massachusetts Avenue/Belvidere St. Protection Area includes a provision which allows additional height and massing up to a height of 75 feet and an FAR of 4 if projects go through Article 31 review. This provision provides for some flexibility with the design parameters allowed by zoning, while simultaneously mandating that the approval be granted only after substantial design and environmental review with public input. The Christian Science Institutional Area will be subject to a maximum building height of 75 feet and an FAR of 2, except within 80 feet of Huntington Avenue where a maximum building height of 115 feet applies. The height and density limitations described above will help to preserve the existing human scale of the relevant areas and will promote the preservation and rehabilitation of historic buildings by making rehabilitation more feasible relative to demolition.

St. Cecilia Special Study Area

The St. Cecilia Special Study Area is established to provide time to develop guidelines to deal with the eclectic mix of building types and uses in this district, including the historic St. Cecilia Church, a parking garage, a hotel, and an open parcel. The proposed zoning establishes lower height and density limitations than are currently allowed and requires that a comprehensive planning study be undertaken. This study will review special characteristics of the area and will recommend measures: to preserve and encourage the rehabilitation of historic buildings; to encourage the creation of housing, including affordable housing; to provide for open space within

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appropriate portions of the special study area; to encourage a mix of retail uses serving neighborhood needs; to ensure the preservation of a human scale in new development; and to determine the appropriate mix of land uses and appropriate regulatory policies to achieve these goals and the policies of the Huntington Avenue/Prudential Center District Plan.

Planned Development Area

The proposed zoning will establish a single area within which PDAs are permitted. This area encompasses most of the existing Prudential Center. Development within this area will be governed by the Huntington Avenue/Prudential Center District Zoning Plan and by a development plan subject to comprehensive review and public hearings by the BRA. The proposed zoning will limit new development to a maximum building height of 155 feet, with one tower permitted to a maximum building height of 465 feet. The maximum FAR within the PDA will be 6.

The PDA will allow for the preparation of a development plan for the much needed revitalization of the Prudential Center. The development plan must provide for substantial benefits and mitigation measures including the creation of affordable housing, provision of substantial streetscape improvements on adjacent and nearby streets, and the implementation of measures to mitigate the traffic, parking, wind, and shadow impacts of the new development.

The development plan will allow for the revitalization of the aging Prudential Center through the creation of new pedestrian areas and open spaces, better relationships between the center and its surroundings, and expanded retail opportunities.

Active Ground Level Uses

To promote the pedestrian use of the district, the proposed zoning will require the ground floors of new development along Massachusetts and Huntington Avenues to contain active ground level uses. The promotion of an improved pedestrian environment along the two major thoroughfares of the district will be an additional important public benefit associated with the proposed zoning.

Inclusion of Day Care Centers

Developers of commercial projects with between 100,000 square feet of gross floor area (about the size of a ten-story office building) and 500,000 square feet must provide at least one day

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care center on-site. In this way, more Boston residents will be able to participate in Boston's economy. In addition, the larger projects (up to 1,000,000 square feet) must provide at least 8,000 square feet of daycare facilities, while the largest projects (those of more than 1,000,000 square feet) must provide at least 12,000 square feet of daycare facilities with at least one on-site, and the remainder provided elsewhere within the District, Back Bay, or South End.

Uses Generally Allowed

Except where active ground level uses are required and in designated special use areas, described below, the zoning plan will allow a broad spectrum of uses throughout the Huntington Avenue/Prudential Center District. Among the uses that will be allowed are service, retail, commercial, residential, restaurant, and entertainment. The zoning plan will provide that certain other uses are permitted, but only if they will not be detrimental to the character of the area. In addition to light manufacturing uses, such conditional uses will include parking lots or garages, automotive rental agencies, and wholesale uses. Projects containing such uses will not be forbidden, but will require community review and Board of Appeal approval.

The proposed zoning will establish more restrictive use guidelines for the St. Botolph Street and St. Germain Street Protection Areas, in order to preserve the residential quality and character of these areas. Within these areas allowed uses will be limited to residential and customary accessory uses.

Design Regulations

A major objective of the Huntington Avenue/Prudential Center District Plan is to allow for freedom of design, while promoting a human scale in the massing and detailing of new development. To implement this objective, the new zoning for the district will:

- o Provide that projects within the Planned Development Area must be architecturally compatible with their surrounding area, satisfy environmental criteria concerning shadows and wind, and be reviewed by the Boston Civic Design Commission;
- o Contain regulations providing for street wall continuity and comfortable street wall heights to help create attractive pedestrian areas;

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- o Establish set-backs for upper portions of buildings to ensure that sufficient light and air reach the street while preventing excessive wind downdrafts at the street level; and
- o Establish special rear and side setbacks for buildings on the south side of Huntington Avenue to create a transition between the larger scale of Huntington Avenue and the scale of the historic St. Botolph Street neighborhood.

In addition to the design specifications, every project in the District larger than about five stories will be subject to design review in accordance with the BRA's Development Review Requirements. This review assesses a project's impact on the environment, the transportation and infrastructure systems, historic resources, the streetscape, and the skyline, and provides a mechanism for mitigating adverse impacts.

Community Review

The BRA staff has been holding public meetings throughout the neighborhoods which are included in and adjacent to the proposed zoning district to answer questions and to receive feedback on the proposed zoning. The neighborhood groups involved have included the Prudential Project Advisory Committee ("PruPAC"), the St. Botolph Citizen Committee, South End Working Committee, Neighborhood Association of the Back Bay, Fenway Community Development Corporation, Fenway Civic Association, and Beacon Hill Civic Association. Also, a special session was held for adjacent business interests to familiarize them with the proposed zoning and to respond to their specific concerns.

In order to ensure greater citizen participation in the review process, a tabloid prepared by BRA staff was distributed through the local newspapers. A public meeting was also held by BRA staff on December 6, 1989, at the Hynes Auditorium to present modifications to the zoning in response to community concerns and as well as to provide a forum for public comment prior to the December 14, 1989, BRA hearing.

Public Comment Period

In addition, after the December 14th public hearing, a public comment period was held until 5:00 P.M. on January 5, 1990 in order to solicit written comments. One written comment was submitted during this period. Verbal comments of a technical nature were received from the PruPAC Legal Committee and staff

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conducted its own technical review of the proposed amendment during the public comment period.

Conclusion

The attached proposed Article 41 would implement critical planning objectives, outlined above, for the Huntington Avenue/Prudential Center District and has been prepared in the context of a comprehensive public review process involving neighborhoods throughout and adjacent to the District, as well as business interests and other interested parties. Accordingly, the BRA staff recommends that the Board authorize the Director to petition the Zoning Commission to adopt a text amendment and map amendment in substantial accord with the attached documents.

Appropriate votes follow:

VOTED: That the Director is authorized to petition the Zoning Commission to adopt the text and map amendments to establish the Huntington Avenue/Prudential Center District in substantial accord with the amendments presented to the Boston Redevelopment Authority on January 18, 1990.

Attachments:

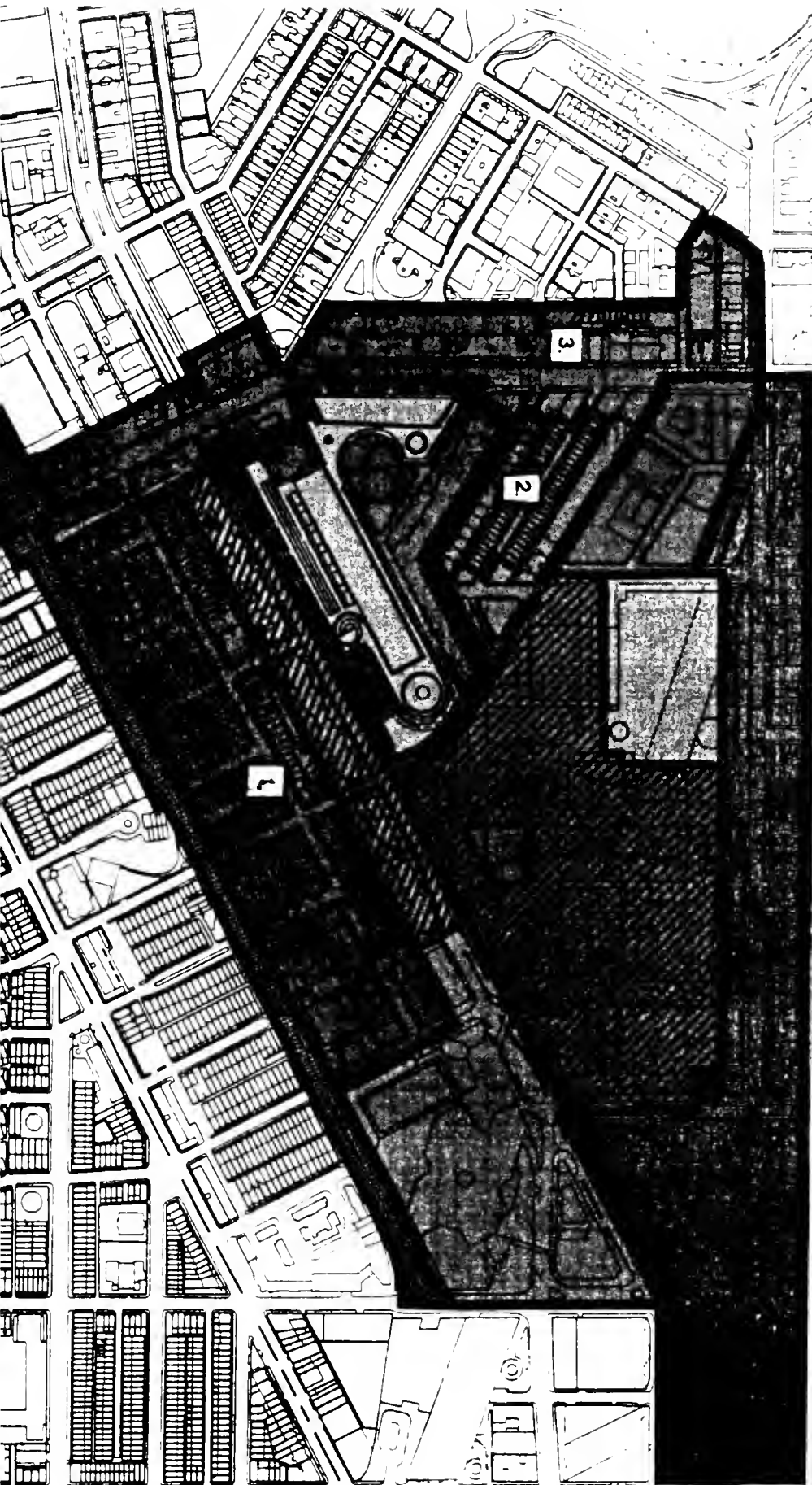
Tab 2: Proposed Text Amendments to the Boston Zoning Code establishing the Huntington Avenue/Prudential Center District










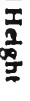
Exhibit A: Illustrative Map of Huntington Avenue/Prudential Center District









Exhibit B: Comment Letters

EXHIBIT A

Huntington Ave / Prudential Proposed District Zoning



-  Huntington Avenue Boulevard Area
-  115' / FAR 8 (special rear and side setbacks)
-  As of Right
-  155' / FAR 10
-  PDA Area
-  465' / FAR 6
-  PDA Area Restricted Height
-  155' / FAR 6
-  St. Cecilia Special Study Area
-  65-100' / FAR 4-7

-  Protection Areas
-  1. St. Botolph 45' / FAR 2
-  2 St. Germain 45' / FAR 2
-  3. Mass. Ave. 45'-75' / FAR 2-4
-  Christian Science Institutional Area
-  75' / FAR 2, except 115' within 80' of Huntington Avenue
-  Open Space Air-rights
-  Boylston Street Existing Zoning

The First Church of Christ Scientist
General Services

BOSTON REDEVELOPMENT
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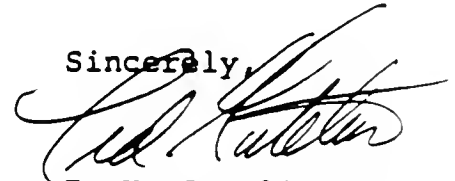
Clarence Jones, Chairman
Boston Redevelopment Authority
City Hall
72 Warren Avenue
Boston, MA 02116

Re: Prudential Redevelopment

Dear Mr. Jones:

We are pleased to see progress made on the redevelopment of the Prudential Center. We have had a number of meetings with the Prudential. The issues which we are working on with Homer Russell and the Prudential staff are generally being handled under the next phase of the approval process.

Sincerely,



E. W. Gutelius, Jr.
Facilities Manager

CC: Homer Russell

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CLAREMONT NEIGHBORHOOD ASSOCIATION BOSTON SOUTH END

TO: Pamela Wessling
Boston Redevelopment Authority

FROM: CLAREMONT NEIGHBORHOOD ASSOCIATION

DATE: January 5, 1990

Comments of the Claremont Neighborhood Association on the Huntington Ave./
Prudential Center Permanent Zoning, Prudential PDA, Prudential Cooperation
Agreement, and Prudential Center 121A Agreement.

OVERVIEW

In general the membership of the Claremont Neighborhood Association supports and endorses the PruPAC approval of the four items on the BRA agenda for January 18, 1990, however, the CNA feels that it is important for the BRA to consider the following comments and concerns:

- *Allocation of Public Benefit Monies.
- *Mass. Ave. Traffic Plan.
- *Mass. Ave. Redevelopment.
- *West Newton Street Traffic.
- *Parking Shortage.
- *Other Concerns.

COMMENTS AND CONCERNS

1. Allocation of Public Benefit Funds.

Concern was strongly expressed that the allocation of the Public Benefit Funds is not equitable, and there was not a full and open process of review of the use of Public Benefit monies to do capital improvements in the St. Botolph neighborhood which were originally promised by the BRA to be funded out of other projects was site as a prime example. Instead the CNA membership recommended that 10% of that money be allocated to social needs, especially in the South End.

2. Mass. Ave. Traffic Plan.

Great concern was expressed about the current Mass. Ave. Traffic Plan which would remove residential, curb-side parking from selective sections of Mass. Ave. between Tremont and Huntington Ave. as parked car form an important safety buffer for pedestrians, especially children and the elderly.

There is a strong belief that the traffic plan, as currently conceived, is based on a flawed premise that to eliminate residential parking spaces will improve traffic

flow. Instead, total enforcement of all existing parking restrictions, increase parking tickets to \$50, and traffic control officers at three intersections should begin now. The street should be actively monitored for three months. If this is done, it is believed, no elimination of curb-side parking would be required.

3. Mass. Ave. Redevelopment.

Mass. Ave. residents between Columbus Ave. and St. Botolph St. are lacking street-light installations, have broken sidewalks and a poorly maintained roadway. Capital improvement monies should be used for these items.

4. West Newton Street.

Making West Newton Street one-way is opposed by the CNA.

5. Prudential Parking Shortage.

As it is City policy to ensure a parking shortfall, the CNA moved to require Prudential to subsidize 50% of all transportation passes for 75% of their workers, tenants and staff and to triple underground parking rates for all-day users.

6. Other Concerns.

Hynes Show Trucks and all tour bus layovers should be required to stay in off-site locations until actually in use. The CNA wants a commitment to a specific location.

A Continuous Sidewalk Is Needed Around the Sheraton Hotel so that pedestrians can safely access the site.

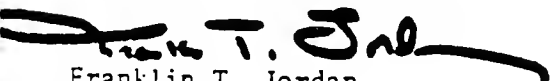
Curb Design on Huntington Ave. from Exeter St. through West Newton should not have wide curb-cuts to encourage large trucks and buses.

Deliveries to the Prudential should be limited to the time before 8AM and after 3PM. However, this does not take into account possible logistical problems.

Change in the zoning along the Western section of Huntington Ave. may allow for the development of high rise structures which block the current vistas of the Christian Science Center. This should be avoided. Attached is a more detailed description of the potential loss and a photograph showing the vista.

#

Respectfully Submitted,


Franklin T. Jordan

Co-President

Claremont Neighborhood Association

From vantage points commencing at West Newton Street heading west to Massachusetts Avenue along the heavily foot trafficked Southwest Corridor Park, including but not limited to all of the abutting streets between Columbus Avenue and St. Botolph Street including the public alleyways, is a splendid vista of the Mother Church at the Christian Science Center Complex (photo's in addendum A to these comments) which The Claremont Neighborhood Association and other adjacent/abutting neighborhoods have an active interest in retaining. This vista would be eliminated by the existing proposal to increase the building height on the South Side of Huntington Avenue between Durham Street and Massachusetts Avenue. Many City dwellers, commuters and tourists would mourn such an act.



TO THE ZONING COMMISSION OF THE CITY OF BOSTON:

The Boston Redevelopment Authority petitions to amend the text of the Boston Zoning Code, as established under Chapter 665 of the Acts of 1956 as amended, as follows.

By inserting, after Article 40, the following article:

ARTICLE 41
HUNTINGTON AVENUE/PRUDENTIAL CENTER DISTRICT

SECTION 41-1. Statement of Purpose, Goals and Objectives. The purpose of this article is to establish the zoning regulations for the comprehensive plan for the Huntington Avenue/Prudential Center District as required by the provisions of the Downtown Interim Planning Overlay District, Article 27D of this code. The goals and objectives of this article and the Huntington Avenue/Prudential Center District Plan are: to preserve the historic and architectural character of the historic residential neighborhoods included in the district; to realize the potential of Huntington Avenue as an important city boulevard and as a transitional boundary between the large-scale Prudential Center and the historic St. Botolph Street and South End neighborhoods; to encourage the private redevelopment of the Prudential Center; to integrate more effectively the Prudential Center with adjacent districts; to promote development that emphasizes a sense of human scale through appropriate block and building sizes and shapes, modulated and detailed facades and storefronts, and articulated entryways; to increase pedestrian activity along the streets surrounding the Prudential Center by promoting streetscape improvements, requiring active ground-level uses, and permitting the creation of a

mixed-use economy, including office, retail, commercial, and residential uses; and to promote the public welfare of the people of Boston.

SECTION 41-2. Recognition of the Huntington Avenue/Prudential District Center Plan. In accordance with Section 27D-18 of this code, which requires production of comprehensive planning policies, development controls, and design guidelines for Special Study Areas in the Downtown Interim Planning Overlay District, including Huntington Avenue/Prudential Center (Special Study Area No. 1), the Zoning Commission hereby recognizes the Huntington Avenue/Prudential Center District Plan (adopted by the Boston Redevelopment Authority on _____, as the same may from time to time be amended) as the general plan for the Huntington Avenue/Prudential Center District. The Huntington Avenue/Prudential Center District Plan shall also serve as the portion of the general plan for the City of Boston applicable to the Huntington Avenue/Prudential Center District. This article is one of the means of implementing the Huntington Avenue/Prudential Center District Plan, the preparation of which is pursuant to Section 70 of Chapter 41 of the General Laws, Section 652 of the Acts of 1960, and Section 3 of Chapter 4 of the Ordinances of 1952.

SECTION 41-3. Physical Boundaries. The provisions of this article are applicable only in the Huntington Avenue/Prudential Center District. The boundaries of the Huntington Avenue/Prudential Center District are as shown on the map entitled, "Map 1D Huntington Avenue/Prudential Center District (supplemental to 'Map 1 Boston Proper')" of the series of maps entitled "Zoning Districts - City of Boston," as amended, and are depicted in Appendix A to this article.

SECTION 41-4. Applicability. This article together with the rest of this code constitutes the zoning regulation for the Huntington Avenue/Prudential Center District and applies as specified in Section 4-1 regarding the conformity of buildings and land to this code. Zoning Relief in the form of exceptions to the provisions of this article pursuant to Article 6A shall not be available, except to the extent expressly provided in this article. Application of the provisions of Article 27D to the Huntington Avenue/Prudential Center District is rescinded, and the Huntington Avenue/Prudential Center District is deleted from the Downtown Interim Planning Overlay District as of the effective date of this article, except as provided below. Where conflicts between this article and the rest of this code exist, the provisions of this article shall govern. Except where specifically indicated in this article, the provisions of this article supersede Sections 13-1, 13-2, and 13-4, and Articles 8 and 14 through 24 of this code for the Huntington Avenue/Prudential Center District. However, the exclusions to building height limitations provided for in Section 16-2 shall apply to building height limitations established in this article, unless expressly otherwise provided. Further, the provisions of this article, are not applicable to the following Proposed Projects, which are governed by the rest of this code, including Article 27D:

1. Any Proposed Project for which application to the Inspectional Services Department for a building or use permit has been made prior to the first notice of hearing before the Zoning Commission for adoption of this article and for which no Zoning Relief is required.
2. Any Proposed Project for which appeal to the Board of Appeal for any Zoning Relief has been made prior to the first notice of hearing before the

Zoning Commission for adoption of this article, provided that such Zoning Relief has been or thereafter is granted by the Board of Appeal pursuant to such appeal.

SECTION 41-5. Establishment of Protection Areas. This section establishes three "protection areas" within the Huntington Avenue/Prudential Center District. The three protection areas are established in order to protect public open spaces and residential neighborhoods within the protection areas, the concentration of historic buildings within the protection areas, and the existing human scale of buildings within the protection areas. The three protection areas are shown on Map 1D of this code and Appendix A hereto, and are otherwise referred to herein, as "St. Botolph Street Protection Area," "St. Germain Street Protection Area" and "Massachusetts Avenue/Belvidere Protection Area." Any other provision of this article or this code notwithstanding, Proposed Projects within a protection area are limited to the as-of-right building height and floor area ratio ("FAR") specified for such protection area as follows:

1. **St. Botolph Street Protection Area.** Within that portion of the Huntington Avenue/Prudential Center District depicted on Map 1D of this code and Appendix A hereto as the "St. Botolph Street Protection Area," an as-of-right building height of forty-five (45) feet and an as-of-right FAR of two (2) are allowed.
2. **St. Germain Street Protection Area.** Within that portion of the Huntington Avenue/Prudential Center District depicted on Map 1D of this code and Appendix A hereto as the "St. Germain Street Protection Area," an as-of-

right building height of forty-five (45) feet and an as-of-right FAR of two (2) are allowed.

3. **Massachusetts Avenue/Belvidere Protection Area.** Within that portion of the Huntington Avenue/Prudential Center District depicted on Map 1D of this code and Appendix A hereto as the "Massachusetts Avenue Protection Area," an as-of-right building height of forty-five (45) feet and an as-of-right FAR of two (2) are allowed; provided that, any Proposed Project shall be allowed an as-of-right building height of seventy-five (75) feet and an as-of-right FAR of four (4) if such Proposed Project is subject to or shall elect to comply with the provisions of Article 31, Development Review Requirements, and the Boston Redevelopment Authority has certified that the Proposed Project complies with Article 31.

SECTION 41-6. Rooftop Additions within Protection Areas. Rooftop additions within any protection area are governed by the provisions of paragraphs 1 and 2 of this section.

1. **As-of-Right Rooftop Additions.** A rooftop addition within any protection area is allowed as of right only if such a rooftop addition is below forty-five (45) feet in height measured from grade.
2. **Rooftop Additions Permitted as Conditional Uses.** No roofed structure designed or used for human occupancy, access, or storage shall be erected or enlarged on the roof of an existing building if such construction is not allowed as of right pursuant to paragraph 1 of this section, unless after public notice and hearing and subject to Sections 6-2, 6-3, and 6-4 the

Board of Appeal grants permission therefor. In reaching its decision, said Board shall consider whether such roof structure is architecturally consistent with the distinctive historical and architectural character of the protection area. The Inspectional Services Department shall transmit a copy of the appeal for the conditional use to the Boston Landmarks Commission. The Boston Landmarks Commission may, within thirty days after the date of such transmittal, file with the Board of Appeal a recommendation, provided that if no such recommendation is received within said thirty days, the Board of Appeal may render its decision without such recommendation.

SECTION 41-7. Establishment of Christian Science Institutional Area. This section establishes the "Christian Science Institutional Area" within the Huntington Avenue/Prudential Center district. The area is shown on Map 1D of this code and Appendix A hereto. In order to preserve the unique urban plan of the Christian Science Center, within the Christian Science Institutional Area, an as-of-right building height of seventy-five (75) feet and an as-of-right FAR of two (2) are allowed, except that an as-of-right building height of one hundred fifteen (115) feet shall be permitted within eighty (80) feet of Huntington Avenue street line, and provided that any structure in existence as of the date of the first notice of hearing before the Zoning Commission for the adoption of this article and described in the urban redevelopment plan applicable to the Christian Science Institutional Area as of said date may be reconstructed in conformity with said plan in the event of fire or other casualty, notwithstanding any contrary provision of Section 13-3. Any Proposed Project that would encroach upon or diminish open spaces in existence in the Christian Science Institutional Area as of said date shall be subject to development review pursuant Article 31,

notwithstanding any contrary provisions of Section 31-4. Development review of any such Proposed Project with a gross floor area of less than 50,000 square feet shall be limited in scope to consideration of the impact of the Proposed Project on the unique urban design of buildings and open spaces of the Christian Science Institutional Area and other urban design considerations described in Section 31-8.

Reference is made to the fact that the entire Christian Science Institutional Area is included within the Symphony Sub-Area of the Fenway Urban Renewal Plan, Mass R-115, as approved by City Council on December 20, 1965, as amended, which plan shall remain in full force and effect until December 20, 2005. Further, portions of the Christian Science Institutional Area are governed by the provisions of Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, pursuant to a Report and Decision by the Boston Redevelopment Authority filed on August 16, 1966, as amended, the controls of which will remain in full force and effect until August 16, 2006. Notwithstanding any contrary provision of this article, until such expiration dates, no change in the existing structures or open spaces requiring a building permit may proceed without a determination by the Boston Redevelopment Authority that such change is consistent with the applicable urban renewal plan and applicable Chapter 121A Project or a modification of that plan or project by the Boston Redevelopment Authority after a public hearing and community review process.

SECTION 41-8. Establishment of Huntington Avenue Boulevard Area. This section establishes the "Huntington Avenue Boulevard Area" within the Huntington Avenue/Prudential Center District. The Huntington Avenue Boulevard Area is established in order to promote the improvement of Huntington Avenue as an important urban boulevard, while creating a successful transition between the scale of Huntington Avenue and the historic and architectural character of the

St. Botolph Street neighborhood. The area is shown on Map 1D of this code and Appendix A hereto. Within the Huntington Avenue Boulevard Area, an as-of-right building height of one hundred fifteen (115) feet and FAR of eight (8) are allowed. Special side and rear yard setbacks apply within the Huntington Avenue Boulevard Area as provided in Section 41-18(4)(d).

SECTION 41-9. St. Cecilia Special Study Area. This section establishes the "St. Cecilia Special Study Area" within the Huntington Avenue/Prudential Center District. The area is shown on Map 1D of this code and Appendix A hereto. Within the St. Cecilia Special Study Area, an as-of-right building height of sixty-five (65) feet and FAR of four (4) are allowed; provided that, any Proposed Project shall be allowed an as-of-right building height of one hundred (100) feet and an FAR of seven (7) if such Proposed Project is subject to or elects to comply with the provisions of Article 31, Development Review Requirements, and the Boston Redevelopment Authority has certified that the Proposed Project complies with Article 31. In accordance with the Huntington Avenue/Prudential Center District Plan, a comprehensive plan for the St. Cecilia Special Study Area shall be developed and shall address, at a minimum, the following: (a) appropriate means to preserve and encourage the rehabilitation and restoration of the notable historic buildings which characterize the St. Cecilia Special Study Area; (b) appropriate means to encourage the creation of housing, including Affordable housing; (c) an open space plan for appropriate portions of the St. Cecilia Special Study Area; (d) appropriate means to encourage a mix of retail uses serving neighborhood needs; (e) appropriate means to ensure a human scale in the design of new development in the St. Cecilia Special Study Area; (f) the appropriate mix

of land uses to accomplish these objectives; and (g) land use regulations necessary to implement the comprehensive plan's proposals.

SECTION 41-10. As-of-Right Building Height and Floor Area Ratio. Except as otherwise may be permitted within a Planned Development Area ("PDA") established in accordance with Section 41-11 and Section 3-1A of this code and except as otherwise provided in Section 41-5, pertaining to protection areas, Section 41-7, pertaining to the Christian Science Institutional Area, Section 41-8, pertaining to the Huntington Avenue Boulevard Area, and Section 41-9, pertaining to the St. Cecilia Special Study area, a Proposed Project within the Huntington Avenue/Prudential Center District is allowed an as-of-right building height of one hundred fifty-five (155) feet and an as-of-right FAR of ten (10).

SECTION 41-11. Establishment of Area Within Which Planned Development Areas May be Permitted. This section establishes one area within which Planned Development Areas ("PDAs") may be permitted within the Huntington Avenue/Prudential Center District. The purposes for establishment of the area within which PDAs may be permitted are: to establish a more flexible zoning law and encourage large-scale private redevelopment of the obsolete Prudential Center while insuring quality design by providing planning and design controls; to provide a secure economic base for the Back Bay hotel, convention, and hospitality economy; and to encourage development which knits together the surrounding neighborhoods through a new urban design for the Prudential Center.

1. **Consistency with Section 3-1.A.** The area in the Huntington Avenue/Prudential Center District within which PDAs may be permitted is shown on Map 1D of this code and Appendix A hereto, and is otherwise

referred to herein, as the "PDA Area." No PDA is permitted within the Huntington Avenue/Prudential Center District except within the PDA Area. Any application for Development Plan approval for a Proposed Project within the PDA Area is subject to the provisions of this section and Sections 41-12 through 41-16, in addition to the provisions of Article 3-1A.

2. **Applicability of Future Amendments.** The issuance of any permit for the development or construction of any portion of a Proposed Project described in the approved Development Plan, as amended from time to time, shall be deemed to be the issuance of a permit for the entire Proposed Project for the purpose of applying Section 5 of Chapter 665 of the Acts of 1956 as amended from time to time. Without limiting the foregoing sentence, the proviso said of Section 5 that construction work under the permit proceed continuously to completion shall be deemed satisfied so long as construction on the Proposed Project proceeds generally in accordance with a development schedule set forth in the approved Development Plan.
3. **Amendment of Development Plan.** In a PDA, no Proposed Project shall proceed unless the Boston Redevelopment Authority has certified to the Commissioner of Inspectional Services that the Proposed Project is consistent with the approved Development Plan, as amended from time to time, for such PDA or the portion thereof to which said work relates. The procedure for amendment of the Development Plan is the same procedure as the procedure for initial approval of a Development Plan, as set forth in Section 3-1A(a) and subsection 1 of this Section 41-11. A Proposed Project for the reconstruction of a structure in existence in a PDA as of the date

of Development Plan approval and described in said Development Plan, or of a structure constructed pursuant to said Development Plan, shall be determined by the Boston Redevelopment Authority to be consistent with said Development Plan, provided that said reconstruction is substantially similar to the original structure. Said reconstruction, unless described as part of the original Proposed Project in said Development Plan, shall constitute a separate Proposed Project for all purposes hereunder.

4. **Transition Provision.** Where a Huntington Avenue/Prudential Center District boundary line divides a lot in single ownership of record at the time the PDA is approved in accordance with this Section 41-11 and Section 3-1.A of the code, the regulations set forth in this article as applicable to the PDA, and the authorizations, requirements, terms, and conditions of said PDA approval, including the approved Development Plan, any Cooperation Agreement, Development Impact Plan Agreement, and any other plan or agreement included in or providing the basis for such PDA approval, shall be deemed to be applicable to an area extending to so much of the remainder of said lot as is within 120 feet of said district boundary line, except that the height and FAR limitations applicable within the PDA shall extend only to so much of the remainder of said lot as is within thirty (30) feet of said district boundary line.

5. **Zoning Commission Approval Only; No Board of Appeal Action Required.** Upon approval of the Development Plan by the Boston Redevelopment Authority, the Boston Redevelopment Authority shall transmit the Development Plan to the Zoning Commission for its consideration. After

transmittal of the Development Plan by the Boston Redevelopment Authority to the Zoning Commission, the Zoning Commission may approve the Development Plan and establish a PDA if such PDA consists solely of land with respect to which an agreement has been or is subsequently entered into with the Boston Redevelopment Authority establishing use and dimensional controls as specified in the Development Plan. A Proposed Project in a PDA shall be subject to all of the provisions of this article and code applicable to the subdistrict within which the Proposed Project is located, except as otherwise expressly provided herein, and to the provisions of the approved Development Plan. Nothing in this article shall be construed to limit the power of the Board of Appeal to grant Zoning Relief for Proposed Projects in PDAs, except that exceptions from the building height and FAR provisions set forth in Section 41-12 are not permitted.

SECTION 41-12. Planned Development Areas; Use and Dimensional Regulations. The land use and dimensional regulations for PDAs are established by this section.

1. **Use Regulations.** Proposed Projects within PDAs are subject to the use regulations set forth in Section 41-17.
2. **Dimensional Regulations.** Proposed Projects within a PDA shall be in Substantial Accord with the following FAR and building height standards: there shall be permitted a maximum FAR of six (6) and a maximum building height of one hundred fifty-five (155) feet, except that one (1) building only within the PDA shall be permitted a maximum building height of four hundred sixty-five (465) feet. For the purposes of this paragraph 2 of

Section 41-12, FAR shall be computed as though the land within a PDA were in single ownership, notwithstanding actual ownership patterns or changes in ownership occurring after the approval of a Development Plan for the PDA and off-street parking shall not be included in said FAR computation.

SECTION 41-13. Planned Development Areas: Standards for Development Plan Approval. Before transmittal to the Zoning Commission, a Development Plan shall have been approved by the Boston Redevelopment Authority after a public hearing, provided, however, that no Development Plan shall be approved by the Boston Redevelopment Authority unless the Boston Redevelopment Authority finds that: (a) such Development Plan is in conformity with the provisions of this section and Sections 41-14 and 41-16; (b) such Development Plan is consistent with Huntington Avenue/Prudential Center District Plan and the general plan for the city as a whole; (c) each Proposed Project described in the Development Plan is in Substantial Accord with the building height and FAR standards set forth in Section 41-12 and all other applicable provisions of this article; and (d) on balance, nothing in such Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens including, without limitation, those factors identified in Sections 41-14 and 41-16.

SECTION 41-14. Planned Development Areas: Public Benefit Criteria. The Boston Redevelopment Authority may approve a Development Plan as meeting the provisions of Section 41-13 if the Development Plan proposes a plan for public benefits, consistent with the Huntington Avenue/Prudential Center District Plan, including, at a minimum, each of the following: (a) the creation of Affordable

housing in accordance with the provisions of paragraph 1, below, of this section, and (b) the provision of substantial street improvements in accordance with the provisions of paragraph 2, below, of this section.

1. **Development Plan Approval for Creation of Affordable Housing.** The Boston Redevelopment Authority may approve a Development Plan proposing to construct or cause the construction of housing if: (a) at least twenty percent (20%) of the gross floor area proposed to be newly constructed (as opposed to refurbished or rehabilitated) as part of the Proposed Project is devoted to Residential Uses; (b) either (i) at least ten percent (10%) of the new dwelling units proposed in the Development Plan on-site are Affordable; or (ii) the Applicant causes the creation, rehabilitation, or preservation of Affordable dwelling units off-site by making a dollar contribution to the Neighborhood Housing Trust or another entity acceptable to the Boston Redevelopment Authority, of not less than an amount calculated by multiplying the total number of dwelling units to be constructed as part of the Proposed Project by 0.2, and multiplying the result by the average per unit assistance granted by the Neighborhood Housing Trust for the twelve months prior to the effective date of this article; and (c) a minimum of 0.7 off-street parking space is provided for each new on-site dwelling unit or, if a lesser number of spaces is permitted to be provided for such dwelling units pursuant to the terms of any applicable state or federal parking freeze or similar law, the greatest number of spaces permitted for such dwelling units under such parking freeze or similar law. On-site Affordable dwelling units shall be comparable in size, appearance, and quality to other dwelling units within the Proposed Project.

2. **Development Plan Approval for the Provision of Street Improvements.** The Boston Redevelopment Authority may approve a Development Plan providing, either directly or through funding, for substantial street improvements to streets adjacent to and in the vicinity of the PDA. Such street improvements must be consistent with any applicable street improvement regulations or guidelines and must be sufficient, as determined by the Boston Redevelopment Authority, to improve the appearance, condition, quality of design and materials, and accessibility and useability of the affected streets by pedestrians, taking into account increased vehicular and pedestrian flows.

SECTION 41-15. Planned Development Areas; Recommendations from Community Groups and City Departments. An Applicant shall file its application for Development Plan approval with the Boston Redevelopment Authority, which shall retain one copy for its files and transmit copies to appropriate city departments and agencies, and appropriate community and neighborhood organizations in the Huntington Avenue/Prudential Center District and the Back Bay, South End, and St. Botolph Street neighborhoods, including any umbrella citizen advisory group, such as the Prudential Project Advisory Committee, designated by the Boston Redevelopment Authority. The Boston Redevelopment Authority shall review comments and recommendations from the general public, neighborhood and community organizations, and public agencies before it renders a decision on an application for Development Plan approval.

SECTION 41-16. Planned Development Areas; General Design and Environmental Impact Standards. In addition to the development review requirements set forth in Article 31 of this code, Proposed Projects submitted as

part of an application for Development Plan approval under Section 41-13 shall comply with the District general design and environmental impact standards described herein. Compliance with these additional standards shall be determined through the development review process described in said Article 31. The purpose of these additional standards is to maintain and improve the quality of life in the Huntington Avenue/Prudential Center District.

1. **Shadow Criteria.** Each Proposed Project shall be arranged and designed in a way to assure that it does not cast shadows for more than two hours from 8:00 a.m. through 2:30 p.m., on any day from March 21 through September 21, in any calendar year, on any portion of dedicated public parkland that either (a) is not cast in shadow during such period on such days by structures existing as of the effective date of this article; or (b) would not be cast in shadow during such period on such days by structures built to the as-of-right limits allowed by this article, whichever structures cast the greater shadow. In addition, shadow studies shall be conducted in connection with any Proposed Project demonstrating that shadows will be minimized to the extent practicable in public open spaces created as part of the Proposed Project.
2. **Wind.** Buildings shall be designed to avoid excessive and uncomfortable downdrafts on pedestrians. Each Proposed Project shall be shaped, or other wind-baffling measures shall be adopted, so that the Proposed Project will not cause ground-level ambient wind speeds to exceed the standards in Table A of this section.

TABLE A
PEDESTRIAN SAFETY/COMFORT WIND STANDARDS

<u>Activity Area</u>	<u>Effective Gust Velocity (egv)*</u>	<u>Permitted Annual Occurrence Frequency</u>
Limit for All Pedestrian Areas	13.8 m/sec (31 mph)	1.0%
Major Walkways- Especially Principal Egress Path for High-Rise Buildings	13.8 m/sec	1.0%
Other Pedestrian Walkways- Including Street and Arcade Shopping Areas	11.2 m/sec (25 mph)	5%
Open Plazas and Park Areas Walking, Strolling Areas	6.3 m/sec (14.1 mph)	15%
Open Plaza and Park Areas, Open-Air Restaurants	4.0 m/sec (9 mph)	20%

* The effective gust velocity (egv) is defined as $egv = U + 1.5 fvc$, where U is the mean windspeed at a particular location and fvc is the root mean square of the fluctuating velocity component measured at the same location over the same time interval.

3. **Transportation Access.** Each Proposed Project with a gross floor area in excess of 50,000 square feet shall be subject to a Transportation Access Plan acceptable to the Boston Transportation Department providing for effective transportation access and mitigation measures designed to minimize adverse traffic impacts on the Huntington Avenue/Prudential Center District and surrounding neighborhoods and improve traffic flow and access within the affected area. Such Transportation Access Plan shall also provide for effective parking management measures to minimize adverse parking effects

within the Huntington Avenue/Prudential Center District and surrounding neighborhoods.

4. **Landmarks and Historic Buildings.** Each Proposed Project shall generally be designed and arranged in such a way as to limit the reduction of light and air surrounding Landmarks and Historic Buildings, and to minimize the shadow impact on their facades.
5. **Enhancement of Pedestrian Environment.** Each Proposed Project shall enhance the pedestrian environment, by means such as: (a) pedestrian pathways connecting to mass transit stations; (b) spaces accommodating pedestrian activities and public art; (c) materials, landscaping, public art, lighting, and furniture that enhance the pedestrian environment; (d) interior retail uses; (e) pedestrian systems that encourage more trips on foot; (f) sidewalk and street improvements that improve pedestrian flow and increase pedestrian safety on sidewalks and crosswalks; (g) other attributes that improve the pedestrian environment and pedestrian access to mass transit stations; (h) appropriate management and maintenance of public space within the Proposed Project; and (i) exterior or interior pedestrian passageways and thru-block corridors.
6. **Boston Civic Design Commission Review.** In addition to complying with the above standards, each Proposed Project shall be subject to review by the Boston Civic Design Commission, in accordance with the provisions of Article 28.

SECTION 41-17. Huntington Avenue/Prudential Center District Use

Regulations. In the Huntington Avenue/Prudential Center District, the use of land and structures is hereby regulated as provided in this section. The provisions of Article 8 apply only as specified in this section, except that Section 8-6 applies. No land or structure shall be erected, used, or arranged or designed to be used, in whole or in part, except in conformity with the provisions of this Section 41-17 or in conformity with the provisions of an approved Development Plan with respect to land or structures located in a PDA.

1. **Special Use Areas.** Any other provision of this article or this code notwithstanding, within the St. Botolph Street Protection Area and St. Germain Street Protection Area, Proposed Projects shall be limited to those uses indicated as follows:
 - (a) **St. Botolph Street Protection Area:** Allowed uses shall be limited to residential uses identified in paragraph 4(a) of this section and uses accessory thereto identified in paragraph 4(q) of this section. Conditional uses shall be limited to residential uses identified in paragraph 5(a) of this section and uses accessory thereto identified in paragraph 5(k) of this section.
 - (b) **St. Germain Street Protection Area:** Allowed uses shall be limited to residential uses identified in paragraph 4(a) of this section and uses accessory thereto identified in paragraph 4(q) of this section. Conditional uses shall be limited to residential uses identified in paragraph 5(a) of this section and uses accessory thereto identified in paragraph 5(k) of this section.

2. **Inclusion of Day Care Facilities.** The provisions of this paragraph 2 shall apply only to Proposed Projects exceeding a building height of one hundred fifteen (115) feet, or an FAR of six (6), or both. Any Proposed Project having a gross floor area, not including the floor area devoted to Residential Uses, which equals or exceeds one hundred thousand (100,000) square feet, shall devote to day care facilities an amount of floor area equal to at least the amount listed below in Table B of this Section. For the purposes of this paragraph 41-17.2 and Table B only, floor area devoted exclusively to hotel or motel uses shall be multiplied by 0.5 before being used in any calculation of required day care facilities. An Applicant for a Proposed Project subject to the provisions of this paragraph may fulfill its obligations under this paragraph by either (a) creating such facilities on-site; or (b) creating such facilities, or causing such facilities to be created, in the vicinity of the Proposed Project, within the Huntington Avenue/Prudential Center District, the Back Bay neighborhood, or the South End neighborhood; provided that any Proposed Project subject to the provisions of this section shall devote to day care facilities located on-site an amount of floor area equal to at least four thousand (4,000) square feet or the minimum required square footage, whichever is less. The provision of day care facilities in accordance with this paragraph shall be in conformity with written regulations to be adopted by the Boston Redevelopment Authority after public notice and hearing. For the purposes of this paragraph, the term "day care facilities" includes the finish, furnishings, and equipment required for use of the floor area for such facilities, to enroll people for care, instruction, or recreation during regular business hours.

TABLE B
PROVISION OF DAY CARE FACILITIES

<u>Size of Proposed Project (Gross Square Feet)</u>	<u>Minimum Day Care Facilities (Gross Square Feet)</u>
100,000 up to 200,000	2% of gross floor area
200,000 up to 500,000	4,000
500,000 up to 1,000,000	8,000
More than 1,000,000	12,000

3. **Ground Level Uses.** Within a Proposed Project, uses with street frontage on Huntington Avenue, Massachusetts Avenue or Boylston Street, either located on the ground level or entered by stairs from a sidewalk entry are limited to Ground Level Uses, as listed in Appendix B to this article. A display window physically contiguous to a Ground Level Use or with exhibits or displays operated and maintained by an occupant of the building in which said window is located is allowed as a Ground Level Use. All other uses with street frontage which are allowed by this section are conditional uses when located on the ground level or entered by stairs from a sidewalk entry.

4. **Allowed Uses.** No land or structure in the Huntington Avenue/Prudential Center District shall be erected, used, or arranged or designed to be used, in whole or in part, for any use not specified in this subsection 4 or in an approved Development Plan for land or structures in a PDA, or in subsection 5 of this Section 41-17 subject to the provisions of Article 6, or in subsections 1, 2, and 3 of this Section 41-17 subject to the limitations therein set forth. Any use so specified in this subsection 4 shall be allowed as a matter of right, subject only to the provisions of this Section 41-17,

including, without limitation, subsections 1, 2, and 3 hereof, or, in the case of a PDA, the approved Development Plan.

- (a) Residential Uses. Limited to: single-family, two-family, and multifamily dwellings, artists' live/work space, apartment house, lodging or boarding house, temporary housing shelters, and any dwelling converted for more families, where structures after conversion will conform to this code. Residential uses include any Affordable dwelling units, including but not limited to Affordable dwelling units which are rental units, condominiums, or limited equity share cooperatives.

- (b) Restaurant and Entertainment Uses. Limited to: the service or sale of food or drink for on-premises consumption whether or not dancing or entertainment is provided; concert hall; theater, commercial or nonprofit (including motion picture or video theater, but not drive-in theater); art galleries, nonprofit or for profit; provided that the uses set forth in this paragraph (b) shall be conditional for any building (other than a building used primarily as a hotel or motel) that abuts or is located across an alley from a building located in the St. Botolph Street Protection Area or St. Germain Street Protection Area and provided further that uses described in Use Item 38A of Table A of Section 8-7 of this code are forbidden.

- (c) Office Uses. Limited to: offices of community service organizations; medical or dental offices; business or professional offices; clinics; offices of real estate, insurance, or other agency, institutional, or government office; office building; post office, or bank (including

automatic teller machines but not including drive-in bank) or similar establishment.

- (d) Dance, theater, or music rehearsal studio, artist studio or work space.
- (e) Hotel or motel.
- (f) Group Care Residence, limited, as defined in clause 22B of Section 2-1, provided that a cooperation agreement exists relating to the location and operation of such facilities between the Boston Redevelopment Authority, the City of Boston, and the agency of the Commonwealth operating, licensing, or regulating such facilities.
- (g) Day care center, family care center, nursery school, kindergarten, elementary or secondary school, or community health center or clinic.
- (h) Recreational and Community Uses. Limited to: private grounds for games and sports; other social, recreational, or sports center conducted for profit; private club (not including quarters of fraternal or sororal organizations) operated for members only; adult education center or community center building; settlement house; the maintenance and operation of any amusement game machine in a private club, or similar noncommercial establishment.

- (i) Public Service Uses. Limited to: public service pumping station, sub-station, or automatic telephone exchange, subject to St. 1956, c. 665, s. 2.
- (j) Wholesale Uses. Limited to: office or display or sales space of a wholesale, jobbing, or distributing house; and provided that not more than twenty-five percent (25%) of gross floor area devoted to this use is used for assembling, packaging, and storing merchandise.
- (k) Service Uses. Limited to: video or film production studio; barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry-cleaner; tailor shop; hand laundry; dry-cleaning shop; framer's studio; caterer's establishment; photographer's studio; printing plant; upholster's shop; carpenter's shop; electrician's shop; plumber's shop; radio and television repair shop; key and lock shop; express mail operation and digs box; ticket outlet; funeral home; undertaker's establishment; mortuary; research laboratory; animal hospital or clinic; or similar use provided that in laundries and cleaning establishments, only nonflammable solvents are used for cleaning.
- (l) Retail Uses. Limited to: stores primarily serving the local retail business needs of the neighborhood; artist supply store; grocery store; department store, furniture store, general merchandise mart or other store serving the general retail business needs of a major part of the city, including accessory storage; provided that uses described in Use Item 34A are forbidden.

- (m) Uses specified in Appendix B hereto.
- (n) Institutional Uses. Limited to: place of worship, monastery, convent, or parish house; elderly care facility; nonprofit library or museum, not accessory to another institutional use; research laboratory.
- (o) Communications Uses. Limited to: radio and television studio; operation of fiber optic and other related communication equipment; telecommunication operation; data retrieval and transmission operation.
- (p) Urban Plazas. Limited to: passive and recreational uses accessible from adjoining streets, with facilities and structures appropriate to urban plazas, including benches and other seating facilities, pools, fountains, works of art, plantings, and other features.
- (q) Accessory Uses. Subject to the limitations and restrictions of Article 10, limited to: (i) a garage or parking space for occupants, employees, students, and visitors, provided that such use is accessory to a residential use under paragraph 4(a) of this section, a hotel or motel, or a group care residence under paragraph 4(f) of this section; (ii) a swimming pool or tennis court; (iii) the storage of flammable liquids and gases incidental to a lawful use; (iv) the manufacture, assembly, or packaging of products sold on the lot; (v) the maintenance and operation of not more than four amusement game machines accessory to eating and drinking establishments; (vi) the sale over the counter of

on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out, provided such sale is wholly incidental to a use listed under paragraph 4(b) or 4(l) of this section; (vii) or any use ancillary to, and ordinarily incident to, a lawful main use, provided that any such use shall be subject to the same restrictions, conditions, limitations, provisos, and safeguards as the use to which it is accessory.

5. **Conditional Uses.** No land or structure in the Huntington Avenue/Prudential Center District shall be erected, used, or arranged or designed to be used, in whole or in part, for any use under the provisions of Article 6 unless such use is specified in this subsection 5. The granting of a permit for any use so specified may be authorized conditionally by the Board of Appeal acting under the provisions of Article 6, subject to the requirements set forth in said article and this Section 41-18 or may be allowed by the Zoning Commission in its approval of a Development Plan for a PDA. The continued right to a conditional use is dependent upon maintaining the character and extent of operations and structures.

(a) Residential Uses. Limited to: temporary dwelling structure, orphanage, dormitory, fraternity or sorority house, and any dwelling converted for more families, provided that, after conversion, any nonconformity as to floor area ratio is no greater than prior to conversion.

(b) Group Care Residence. Unless otherwise allowed pursuant to paragraph 4(f) of this section.

- (c) Light Manufacturing Uses; kennel or pound.
- (d) Parking lot or parking garage.
- (e) Wholesale Uses. Limited to accessory storage (other than of flammable liquids, gases, and explosives) in roofed structures or office or display or sales space of a wholesale, jobbing, or distributing house where more than twenty-five percent (25%) of gross floor area devoted to this use is used for assembling, packaging, and storing merchandise.
- (f) Fast Food Restaurant Uses. Limited to: sale over the counter, not wholly incidental to a use listed under paragraph 4(b) or 4(l) of this section, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out.
- (g) The change of use of any residence to another use.
- (h) Transportation Uses. Limited to bus terminal, bus station, subway station or railroad passenger station, airline shuttle service.
- (i) Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and for which it would be a lawful accessory use if it were on the same lot; provided that any such use shall be subject to the same restrictions, conditions, limitations, provisos, and safeguards as the use to which it is ancillary.

- (j) Institutional Uses. Limited to college or university granting degrees by authority of the Commonwealth; fraternity or sorority house or dormitory; trade, professional, or other school; penal or correctional institution; detention home; machine shop or other noisy activity accessory to a school, college, or university, adequately sound-insulated to protect the neighborhood from unnecessary noise; hospital, sanatorium, elderly care facility, orphanage, or similar institution not for correctional purposes, whether or not providing custodial care for drug addicts, alcoholics, or mentally ill or mentally deficient persons; or library or museum not conducted for profit and accessory to another institutional use not allowed pursuant to paragraph 2(m) of this section.
- (k) Accessory Uses. Limited to: (i) a garage or parking space for occupants, employees, customers, students, and visitors, accessory to an allowed or conditional use, but not provided for under paragraph 4(q) of this section; (ii) clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot, provided that such use will occupy interior space being used by the same institution for another institutional use at the time such change is proposed; (iii) clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot, providing custodial care for drug addicts, alcoholics, or mentally ill or mentally deficient persons; (iv) in hospitals with more than fifty (50) beds, incidental uses and services ordinarily found in connection therewith and primarily for the patients and staff when conducted wholly within a building and entered from

within the building where there is but one building on the lot line or from an entrance not directly facing a street or lot line where there is more than one building on a lot; (v) car wash, valet service, and automobile repair service accessory to a parking garage and located entirely within said parking garage; (vi) rental motor vehicle or trailer agency accessory to a hotel or motel, provided that no rental vehicles or trailers are parked on the street and that any exterior lighting is arranged to shine downward and away from residences.

6. **Forbidden Uses.** No land or structure in the Huntington Avenue/Prudential Center District shall be erected, used, or arranged or designed to be used, in whole or in part, for any use specified in the use item column of Table A of Section 8-7 if such use is not specified in subsections 1, 2, 3, 4 or 5 of this section as the case may be, as an allowed or conditional use, except for such nonconforming uses as may be allowed to be continued under the provisions of Article 9.

SECTION 41-18. Specific Design Requirements. Except as otherwise expressly provided in this article or code, all Proposed Projects within the Huntington Avenue/Prudential Center District shall comply with the specific design requirements established in this section. The provisions of Article 6A shall be applicable to the provisions of this Section 41-18.

1. **Street Wall Continuity.** A Street Wall of any Proposed Project shall be built to be coextensive with the building line, as defined in paragraph 7A of Section 2-1, of the block on which the Street Wall faces. If there is no determinable building line of said block, then said Street Wall shall be built

at a depth from the curb line equal to that of the building line farthest from the curb line of the two blocks adjacent to said block, facing onto the same street. If there is no determinable building line of either of said adjacent blocks, then (i) if the Proposed Project is subject to or elects to comply with the development review provisions of Article 31, an appropriate Street Wall location shall be determined in the development review process or (ii) otherwise, notwithstanding any contrary revision of Section 31-4, the Proposed Project shall be deemed subject to the development review provisions of Article 31 for the limited purpose of determining an appropriate Street Wall location. The foregoing notwithstanding, within a PDA, a Street Wall of any Proposed Project shall be built at the depth from the curb line provided for in the applicable Development Plan. A Proposed Project shall comply with the requirements of this Section 41-18.1 with respect to each facade facing a public street, but excluding alleys and private ways.

Except as otherwise provided in this Section 41-18.1, Street Walls shall be continuous across a lot. However, design articulation involving deviations from the Street Wall Plane of two (2) feet or less shall be permitted across the Street Wall. Further, larger recesses and bays in Street Walls shall be permitted as follows. For Proposed Projects not subject to nor electing to comply with the development review requirements of Article 31, recesses in Street Walls shall be permitted as set forth in Table C and bay windows shall be permitted to extend from the Street Wall Plane above the ground floor ceiling height, provided that such bay windows do not affect more than forty percent (40%) of the Street Wall Plane. For Proposed Projects which are subject to or elect to comply with the

development review requirements of Article 31, recesses and bays shall be permitted if appropriate to the creation of visually interesting designs or the accommodation of a specific ground level function, such as a hotel or residential carriageway, provided that the facade remains compatible with its historical and architectural surroundings and visual continuity in the block front is preserved, as certified by the Boston Redevelopment Authority in accordance with the urban design provisions of Article 31.

TABLE C
PERMITTED STREET WALL RECESSES*

<u>Location</u>	<u>Maximum Depth from the Street Wall Plane</u>	<u>Maximum Aggregate Surface Area</u>
Below ground floor ceiling height	Ten (10) feet	Fifty percent (50%)
Above ground floor ceiling height	Ten (10) feet	Fifty percent (50%)
	Fifteen (15) feet	Thirty percent (30%)

- * The "ground floor ceiling height" means the height of the underside of the floor structure of the second floor. The "maximum aggregate surface area" means the portion, expressed as a percentage, of the surface area of the specified part of the Street Wall Plane (i.e., above the ground floor ceiling height or below) affected by recesses. The areas within which recesses are permitted are not cumulative; i.e., the maximum aggregate surface area that may be affected by recesses, whether of 10 or 15 feet, is 50%.

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2. **Street Wall Height.** The Street Wall Height of Proposed Projects within the Huntington Avenue/Prudential Center District shall not exceed sixty-five (65) feet or the initial cornice height of the adjacent buildings, whichever is less, except that street walls fronting onto Huntington Avenue shall be permitted a Street Wall Height of not exceeding eighty (80) feet or the initial cornice heights of the adjacent buildings, whichever is less. The

endwall of a street which is a cul-de-sac does not count as a Street Wall for the purposes of this Section 41-18.

3. **Display Window Area Regulations.** The provisions of this subsection 3 shall apply only to any Proposed Project with a gross floor area of 50,000 square feet or more and only to Street Walls facing onto Massachusetts Avenue, Huntington Avenue, or Boylston Street. The Display Window Area, excluding any portion occupied by a permitted Lobby Entrance Area or entrance/exit to an off-street parking or loading area, shall be sufficiently and appropriately glazed and transparent, with sufficient individual storefront entrances, so as to encourage active pedestrian use, as certified by the Boston Redevelopment Authority in accordance with the urban design provisions of Article 31. Glazed portions of the Display Window Area, excluding storefront entrances and Lobby Entrance Areas, shall be used to a depth of at least two (2) feet for: (i) the display of goods and services available for purchase on the premises; or (ii) an area for exhibits and announcements. However, the provisions of the preceding sentence shall not apply to foyer space for cultural uses, restaurants, or other active storefront uses.
4. **Setback and Floorplate Requirements.**
 - (a) **Sky Plane Setbacks.** Other than decorative cornices and other surface ornamentation, any portion of a Proposed Project (including, but not limited to, mechanical equipment), which portion faces a street listed in Table D, shall be set back by not less than the amount of the "Sky Plane Setbacks" set forth in Table E and applicable at the Street Wall

Height and a building height of one hundred fifteen (115) feet.
Portions of a Proposed Project more than one hundred fifty-five (155) feet high shall be treated in a manner to create a visually distinctive roof or other termination of the facade of the Proposed Project.

TABLE D

STREETS ON WHICH SKY PLANE SETBACKS ARE REQUIRED

Belvidere Street	Exeter Street
Boylston Street	Huntington Avenue
Dalton Street	Massachusetts Avenue
Dartmouth Street	Stuart Street

TABLE E

SKY PLANE SETBACKS

Minimum Depth of Setback from Street Wall

<u>Location</u>	<u>Above Street Wall Height</u>	<u>Above 115' (Total Setback From Street Wall)</u>
Street listed in Table D	5'	15'
PDA	5'	55'

The Sky Plane Setback provisions established in this paragraph shall not be applicable to the extent that, as a consequence of such provisions, the maximum possible gross floor area for any floor of a Proposed Project would be less than nine thousand (9,000) square feet.

- (b) Entrance Elements. In order to permit the creation of a distinctive entrance element, and notwithstanding any contrary provision of

paragraph (a) of this subsection 41-18.4, a portion of the front facade of a building may be built to the one hundred twenty-five (125) foot level without setbacks provided that such portion has a maximum horizontal dimension of 35 feet or such other dimension as may be approved by the Boston Redevelopment Authority in development review pursuant to Article 31 of the code for any Proposed Project subject to or electing to comply with such Article.

- (c) Rear Setbacks. Any portion (including, without limitation, mechanical equipment) of any Proposed Project fronting on a street listed in Table F shall be setback from the rear lot line by not less than the amount of the "rear setback" set forth in Table F for such street.

**TABLE F
REAR SETBACKS**

15' Rear Setback

Lots fronting on:

Belvidere Street
Clearway Street
Edgerly Road
Haviland Street
Massachusetts Avenue, north of Huntington - southwest side
St. Germain Street - southwest side

20' Rear Setback

Lots fronting on:

Albermarle Street
Blackwood Street
Boylston Street
Durham Street
Garrison Street
St. Germain Street - northeast side

25' Rear Setback

Lots fronting on:

St. Botolph Street
Follen Street

30' Rear Setback

Lots fronting on:

Cumberland Street
Huntington Avenue
Massachusetts Avenue, south of Huntington
West Newton Street

Anything to the contrary herein contained notwithstanding, the following shall not be subject to the rear setback requirements of this paragraph (c) and paragraph (d) of this Section 41-18: (i) fences and walls not over six feet in height above the natural grade of the rear yard; (ii) accessory buildings not over fifteen (15) feet in height and not less than five (5) feet from any lot line; (iii) porches and balconies not occupying more than half the horizontal length of the rear facade and not less than five (5) feet from any lot line; (iv) fire escapes, bays, chimneys, flues, and gutters not less than five (5) feet from the rear lot line; and (v) belt courses, leaders, sills, pilasters, lintels, decorative cornices, and other surface ornamentation. In addition, the requirements of this paragraph (c) shall not apply within a PDA. The street wall continuity provisions of paragraph (a) of this subsection 41-18.4, and not the rear yard requirements of this paragraph (c) nor paragraph (d) of this subsection, shall apply to that part of a rear yard which abuts a public street other than a street less

than twenty (20) feet in width or an alley. For the purposes of computing rear yard setbacks pursuant to this paragraph (c) and paragraph (d) of this subsection 41-18.4, "rear lot line" shall have the meaning set forth in paragraph 2-1(31) of the code, except that where the rear of a lot abuts a public alley or private way, the rear lot line shall be deemed to be the centerline of said alley or way.

Notwithstanding any contrary provision of paragraphs 2-1(30) and 2-1(31), for any lot abutting two or more streets, the determination of which portions of the lot constitute the "front" and "rear" shall be made as follows: (i) if the building on the lot is or is proposed to be contiguous with an adjacent building, the front and rear of said lot shall correspond to the front and rear of said adjacent building; (ii) if the determination cannot be made on the basis of clause (i), the rear of said lot shall be the portion abutting a public alley or private way and the front shall be the portion that most nearly qualifies as distant and opposite the rear of said lot; however, (iii) if the determination cannot be made on the basis of either clauses (i) or (ii) above, the rear of said lot shall be determined in accordance with said paragraphs 2-1(30) and 2-1(31).

- (d) Special Rear Setbacks in the Huntington Avenue Boulevard Area. Any Proposed Project in the Huntington Avenue Boulevard Area shall be subject to the following special rear setback requirements. Other than decorative cornices and surface ornamentation, any portion of said Proposed Project (including, without limitation, mechanical equipment) shall be setback from the rear lot line:

- (i) at and above grade by thirty (30) feet;
 - (ii) above a building height of sixty (60) feet by ten (10) additional feet for a total a setback of forty (40) feet;
 - (iii) above a building height of eighty (80) feet, by five (5) additional feet for a total setback of forty-five (45) feet.
- (e) Special Side Setbacks in the Huntington Avenue Boulevard Area. Any Proposed Project located in the Huntington Avenue Boulevard Area shall be subject to the following special side setbacks: other than decorative cornices and surface ornamentation, any portion of such a Proposed Project (including, without limitation, mechanical equipment) above a building height of eighty (80) feet shall be set back by not less than ten (10) feet from any Street Wall facing Cumberland Street, Newton Street, or Garrison Street, or building edge facing Alley No. 405.
- (f) Maximum Floor Plates. The following shall be applicable to any Proposed Project with a building height in excess of one hundred fifty-five (155) feet: above a height of one hundred fifty-five (155) feet, the average gross floor area per floor of separate buildings or elements of such Proposed Project shall not exceed twenty-two thousand five hundred (22,500) square feet; and no single floor above such height shall exceed a maximum floor area of twenty-five thousand (25,000) square feet.

5. **Special Design Guidelines for Protection Areas.** Within the St. Botolph Street Protection Area and the St. Germain Street Protection Area, any

Proposed Project for exterior alteration or construction shall be designed such that the exterior proportions, scale, massing, window treatment, materials, colors, and architectural detailing are compatible with the observable historical and architectural character of other buildings in the area within which the Proposed Project is located, and with streets and open spaces to which it is visually related, as identified in the Huntington Avenue/Prudential Center District Plan. To preserve a lot-by-lot appearance, facade ornamentation should be varied, and facades should be divided into modules or bays to reflect the lot width established by historic buildings within each area and to continue the established bay rhythm of each block. Within these areas, any Proposed Project for exterior alteration or construction shall proceed only if the Boston Redevelopment Authority finds that the Proposed Project is consistent with the standards specified in this section. The provisions of this subsection 5 shall not apply to any area subject to the jurisdiction of the St. Botolph Architectural Commission or other architectural board or commission with design review authority and established pursuant to a general or special law of the Commonwealth of Massachusetts.

- (a) Procedure for Approval of Proposed Project. Each application for a permit for a Proposed Project subject to the provisions of this Section 41-18.5 shall be filed in triplicate with the Inspectional Services Department, which shall retain one copy for its files and transmit the other copies as follows: one to the Boston Redevelopment Authority and the other to the Boston Landmarks Commission. The Boston Landmarks Commission may, within thirty days after the date of such transmittal, file with the Boston Redevelopment

Authority a report with recommendations, together with material, maps, or plans to aid the Boston Redevelopment Authority in determining consistency with the standards for approval set forth in this section. The Boston Redevelopment Authority shall not notify the Inspectional Services Department of its findings on the application for a Proposed Project until such report with recommendations has been received and considered, provided that if no such report is received within said thirty days, the Boston Redevelopment Authority may certify to the Inspectional Services Department its findings without such report. The Boston Redevelopment Authority may find that the Proposed Project is consistent with the standards set forth in this section or is not consistent with the standards set forth in this section; provided that if no such findings are transmitted to the Inspectional Services Department within forty-five days of the receipt by the Boston Redevelopment Authority of the application for a Proposed Project, the Proposed Project shall be deemed to be consistent with the standards set forth in this section without need for further action. Any Applicant aggrieved by the denial of any permit by the Inspectional Services Department pursuant to this section may appeal to the Board of Appeal within forty-five (45) days after such denial of a permit, in accordance with the provisions of Article 6.

- (b) Special Facade Considerations. In reaching its decision, the Boston Redevelopment Authority shall consider whether the Proposed Project will have an adverse effect on: (a) the character of the St. Botolph Street Protection Area and the St. Germain Street Protection Area as

areas within which traditional brownstone and brick residential facades predominate; or (b) the lot-by-lot appearance of the district.

SECTION 41-19. Off-Street Parking. The provisions of Article 23, Off-Street Parking, shall govern any Proposed Project in the Huntington Avenue/Prudential Center District, except a Proposed Project in a PDA for which off-street parking shall be provided as required in the applicable Development Plan. The off-street parking requirements stated as applicable to a specific floor area ratio set forth in Table B of Section 13-1 shall also apply to the same floor area ratio set forth in this article. Where a use provided for in this article is not included in any use item number listed in Article 23, off-street parking facilities shall be provided in accordance with the requirements for the use item number listed in Article 23 which is most similar to such use. The foregoing notwithstanding, in no event shall any Proposed Project be required to provide parking in excess of that permitted under any applicable state or federal parking freeze or similar law. No portion of any lot or structure within the St. Botolph Street Protection Area or St. Germain Street Protection Area shall be used, or arranged or designed to be used, for parking accessed directly from a public street (excluding alleys) over a curb cut not existing as of the date of the first notice of hearing before the commission for the adoption of this article.

SECTION 41-20. Off-Street Loading. Article 24 provides the regulations governing the provision and design of off-street loading facilities for the use of any structure or land not subject to the provisions of Article 31, Development Review Requirements. Where a use provided for in this article is not included in any use item number listed in Article 24, off-street loading facilities shall be

provided in accordance with the requirements for the use item number listed in Article 24 which is most similar to such use. The provision and design of off-street loading facilities for the use of any structure or land which is subject to the provisions of Article 31 shall be determined through the Development Review Requirements process. Notwithstanding any contrary provision of Article 24, off-street loading facilities shall not be permitted in the St. Botolph Street Protection Area or in the St. Germain Street Protection Area.

SECTION 41-21. Regulations. The Boston Redevelopment Authority may promulgate and amend from time to time regulations to administer this article.

SECTION 41-22. Severability. The provisions and requirements of this article are severable, and if any such provision or requirement shall be held invalid by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision or requirement of this article.

APPENDIX B

Ground Level Uses

1. The following uses are Ground Level Uses, and are allowed uses within the Huntington Avenue/Prudential Center District, provided that, the uses described in Use Items 34A and 38A are forbidden. This list is intended to be illustrative of ground level uses and not exclusive.

Antique stores
Appliances, repair shops
Appliances, sales
Art galleries, commercial and non-profit
Art metal craft shops
Art needle work shops
Artists' supply and music stores
Athletic goods stores
Auditoriums
Bakeries or pastry shops
Bank branch offices
Bank machines, provided that the ground level street frontage of a bank facility containing only bank machines is limited to twenty (20) feet
Barber shops
Beauty parlors
Bicycle stores, rental or repair
Book stores or card stores
Cafes
Candy stores
Carpet, rugs, linoleum, or other floor covering stores
Churches
Cigar stores
Clock or watch stores, or repair shops
Clothing retail establishments
Clothing stores (men's, women's, children's apparel)
Clubs, non-commercial
Coffee shops
Coin stores
Community centers
Costume rental establishments
Dance halls, public
Day Care Centers
Delicatessen stores
Department stores
Diners
Dressmaking shops, custom
Drug stores
Dry cleaning establishments or laundromats
Dry goods or fabric stores
Eating or drinking places, in accordance with the provisions of Use Item Number 38A

APPENDIX B (cont'd)

Entrance/exit to off-street parking or loading area provided that it occupies not more than thirty (30) feet of ground level street frontage or such other dimension as may be provided in an approved Development Plan

Entrance/exit to public transit facilities

Fabric or yarn store

Fire Stations

Fishing tackle or equipment stores, or rental establishments

Florist shops

Food stores, including supermarkets, produce and grocery stores, markets, health foods, delicatessens, prepared food/special food, spices and herbs, coffees, teas, meat, fish, poultry, and cheese stores

Furniture stores

Furrier shops, custom

Gift shops

Hair products for headwear

Hardware stores

Health club or gym (only a Lobby Entrance Area not occupying more than forty (40) feet of ground level street frontage or such other dimension as is provided in an approved Development Plan is allowed at-grade on streets bounding blocks)

Historical exhibits

Hobby shops

Hotel or motel (only a Lobby Entrance Area not occupying more than forty (40) feet of ground level street frontage or such other dimension as is provided in an approved Development Plan is allowed at-grade on streets bounding blocks)

Housewares

Household appliance repair shops

Ice cream stores

Interior decorating establishments

Jewelry shops

Kitchenware

Lamp shops

Leather goods or luggage stores

Libraries

Locksmith shops

Luggage stores

Millinery shops

Motion pictures or video production studio

Museums

Music stores

Musical instruments, repair

Newsstands, enclosed

Office or business machine stores, sales or rental

Offices (only a Lobby Entrance Area not occupying more than forty (40) feet of ground level street frontage or such other dimension as is provided in an approved Development Plan is allowed at-grade on streets bounding blocks)

Optician or optometrist establishments

Orthopedic stores

APPENDIX B (con't)

Paint stores
Parish houses
Parks, public or private
Party shops
Perfume shops
Pet shops
Phonographic repair shops
Photographic developing or printing establishments
Photographic equipment stores
Photographic studios
Photographic supply stores
Photostating establishments
Picture framing stores
Police stations
Post offices
Printing establishments
Radio appliance shop, repair or sales
Record stores
Recreational centers (non-commercial)
Residences (only a Lobby Entrance Area not occupying more than forty (40) feet of ground level street frontage or such other dimension as is provided in an approved Development Plan is allowed at-grade on streets bounding blocks)
Schools
Sewing machine stores, selling household machines
Shoe repair and shoeshine shops
Shoe stores
Sign painting shops
Skating rinks, outdoor ice
Sporting goods stores
Sports shop
Stamp stores
Stationery stores
Studios: music, dancing, visual arts, or theatrical
Tailor shops, custom
Telegraph offices
Television repair shops
Theater
Ticket sales
Tobacco stores
Tour operator
Toy stores
Typewriter stores
Typewriter or other small business machine repair stores
Variety or convenience stores
Video or motion picture store, sale or rentals
Wallpaper stores

APPENDIX C

Definitions

For the purposes of this article only, the following words and phrases, when capitalized, shall have the meanings indicated.

1. "Adjusted Income" is defined as it is in 24 CFR Section 813.102, as amended, or as set forth in regulations adopted in accordance with Section 41-14.
2. "Affordable" means, either an owner-occupied dwelling unit, requiring the expenditure by a Low-Income or Moderate-Income Household for mortgage and insurance payments, real estate taxes, and condominium fees of not more than thirty percent (30%) of its Adjusted Income to occupy the unit, a renter-occupied dwelling unit, requiring the expenditure by a Low-Income or Moderate--Income Household for rent payments of not more than thirty percent (30%) of its Adjusted Income.
3. "Annual Income" is defined as it is in 24 CFR Section 813.106, as amended, or as set forth in regulations adopted in accordance with Section 41-14.
4. "Applicant" means any person or entity having a legal or equitable interest in a Proposed Project subject to the provisions of this article, as set forth in Section 41-4, or the authorized agent of any such person or entity.
5. "Curb Line" means the line of the curb or other structure or indication separating the street from the sidewalk.
6. "Development Plan" means the development plan required in Section 3.1A.a of this code, the approval of which plan is a prerequisite to the issuance of any building or use permit with respect to any building, structure or land within a Planned Development Area.
7. "Display Window Area" means that portion of the Street Wall between (i) a height of two (2) feet above the ground floor and (ii) the height of the underside of the floor structure of the second floor, or fourteen (14) feet, whichever is less.
8. "Ground Level Uses" means the uses listed in Appendix B to this article.
9. "Historic Building" means a building listed on the Massachusetts Register of Historic Places.
10. "Landmark" means any building or structure designated a landmark pursuant to Chapter 772 of the Acts of 1975, as amended.
11. "Lobby Entrance Area" means the frontage at street level of the lobby of an office, residential, hotel/motel, or other structure.
12. "Low-Income Household" means any household whose Annual Income does not exceed 50% of the Median Gross Income of households in the Boston Standard Metropolitan Statistical Area.

13. "Median Gross Income" is defined as it is by the United States Department of Housing and Urban Development, pursuant to 24 CFR Section 813.102, as amended, or as set forth in regulations adopted in accordance with Section 41-14.
14. "Moderate-Income Household" means any household whose Annual Income does not exceed 80% of the Median Gross Income of households in the Boston Standard Metropolitan Statistical Area.
15. "Huntington Avenue/Prudential Center District Plan" means the comprehensive plan, adopted by the Boston Redevelopment Authority pursuant to Chapter 652 of the Acts of 1960s. Section 3 of Chapter 4 of the Ordinances of 1952 and Section 27D-18 of the code, which sets forth the planning policies, development controls, and design guidelines for the Huntington Avenue/Prudential Center District.
16. "Huntington Avenue/Prudential Center District" means the area depicted on the map in Appendix A and Map 1D of this code.
17. "Proposed Project" means the demolition, erection, reconstruction, structural alteration, or extension of any structure or part thereof, or the change of use of any structure or land, for which the Applicant is required to obtain a building or use permit. A Proposed Project may proceed in phases and may include more than one building, structure, or use.
18. "State Building Code" means the state building code and amendments and rules and regulations thereto as promulgated by the state board of building regulations under sections ninety-three, ninety-four, and ninety-five of Chapter One Hundred Forty-Three of the General Laws.
19. "Street Wall" means the portion of the exterior wall (including recesses, bays, windows, doors, and other features) of a Proposed Project that fronts on a public street (excluding public alleys) and is below the Street Wall Height, determined pursuant to Section 41-18.
20. "Street Wall Plane" means the planar surface of the Street Wall (disregarding recesses, bays, windows, doors, etc.) required pursuant to Section 41-18.
21. "Substantial Accord" means, with respect to building height, that the vertical distance from grade to the top of the structure of the last occupied floor shall not exceed the specified height limit for the applicable district or subdistrict by more than the lesser of (i) ten (10) feet or (ii) two-thirds of the average floor-to-floor height of the building, excluding the ground floor. "Substantial Accord" shall not be interpreted as allowing a Proposed Project to exceed the maximum permitted FAR.
22. "Underlying Zoning" means all zoning regulations, with the exception of this article, which are contained in this code.

23. "Zoning Relief" means any zoning variance, exception, conditional use permit, interim planning permit, or zoning map or text change, or any other relief granted by the Zoning Commission or the Board of Appeal.

TO THE ZONING COMMISSION OF THE CITY OF BOSTON:

The Boston Redevelopment Authority petitions to amend the text of the Boston Zoning Code, as established under Chapter 665 of the Acts of 1956 as amended, as follows:

1. By inserting in Subsection (e) of Section 3-1, after the words, "Midtown Cultural District" the following:

Huntington Avenue/Prudential Center District

2. By inserting, in the title of Section 6A-1, after the words "Authorization for Exceptions in", the following words:

the Huntington Avenue/Prudential Center District, in

3. By inserting, in said Section 6A-3(b), between the words "or (iii) the Midtown Cultural District Plan," and the words "and such conformity has been", the following words:

or (iv) the Huntington Avenue/Prudential Center District Plan

*See also Text Amendment Application No. _____.

Date of public notice: _____ (see St. 1956, c. 665, s. 5).

M E M O R A N D U M

JANUARY 18, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAMELA WESSLING, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
VICTOR KAREN, DEPUTY DIRECTOR OF HARBOR PLANNING
AND DEVELOPMENT
THOMAS MAISTROS, PROJECT MANAGER
SCOTT FOWLER, PLANNING ASSISTANT

SUBJECT: THE PRUDENTIAL CENTER REDEVELOPMENT PROJECT:
DEVELOPMENT PLAN APPROVAL AND RELATED MATTERS

EXECUTIVE

SUMMARY: This memorandum requests that, in the matter of the application by the Prudential Insurance Company of America for Planned Development Area approval in connection with its Prudential Center Redevelopment, an approximately 1.8 million square foot mixed-use project, the Boston Redevelopment Authority (1) adopt the attached findings and resolutions approving the Development Plan, (2) authorize the Director to petition the Zoning Commission for the designation of a Planned Development Area for the project site, (3) authorize the Director to execute an Adequacy Determination for the Final Project Impact Report upon the Director's determination that the FPIR fully satisfies the requirements of Article 31, and (4) authorize the Director to cause the term of the Memorandum of Understanding establishing the Prudential Project Advisory Committee to be extended through the completion of the project.

The Prudential Insurance Company of America ("Prudential") filed an application on November 27, 1989 seeking approval of a Development Impact Project Plan and Planned Development Area ("PDA") Development Plan for the Prudential Center Redevelopment, a proposed mixed-use development located in the Back Bay (the "Project"). This memorandum requests that the Boston Redevelopment Authority:

- (1) Adopt the attached findings and resolutions approving the Development Plan;

- (2) Authorize the Director to petition the Zoning Commission for the designation of a Planned Development Area for the project site;
- (3) Authorize the Director to execute an Adequacy Determination for the Final Project Impact Report ("FPIR") upon the Director's determination that the FPIR fully satisfies the requirements of Article 31; and
- (4) Authorize the Director to cause the term of the Memorandum of Understanding, dated October 31, 1988, establishing the Prudential Project Advisory Committee ("PruPAC"), to be extended through the completion of the project.

DEVELOPMENT PLAN APPROVAL AND RECOMMENDATION TO ZONING COMMISSION

Planned Development Area/Development Impact Project Requirements

Prudential has requested several actions from the BRA Board necessary for the project to proceed. Because the developer is seeking a PDA zoning designation for the site, a development plan is required to be submitted to and approved by the BRA Board and the BRA must make a recommendation to the Zoning Commission regarding the PDA designation. In addition, Articles 26, 26A and 26B of the Boston Zoning Code require that the BRA approve a Development Impact Project Plan providing essentially the same information as the Development Plan. These two documents, the Development Plan and the Development Impact Project Plan, are combined into a single document and attached in Tab 5.

The Planned Development Area Proposal

The proposed redevelopment project involves the construction of approximately 1.8 million square feet including two new office buildings, new and redeveloped retail space, 282 residential units, two on-site childcare centers, and reconfigured below-grade parking to create 800 additional spaces. The heights of these new buildings range from 120 feet for the Boylston residential buildings to 465 feet to the parapet of the new Huntington Avenue office tower.

The redevelopment of the site will proceed in five phases, generally from the south side of the site to the north side, in order to minimize the disruption to existing activities on the site. Throughout the process the center will continue to function and key pedestrian flows will be maintained. The phasing plan is designed to ensure that important services, such

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as the supermarket currently located on Boylston Street, are maintained until replacement facilities are in place.

- o Phase 1 includes the new Huntington Avenue office building/south retail complex of approximately 966,000 gross square feet, and is estimated to start construction in 1990 and to be completed in 1993.
- o Phase 2 includes the 53,000 square foot neighborhood shopping area (including supermarket) which is scheduled to begin construction in 1990 and to be completed in 1992.
- o Phase 3 includes the 179,000 square foot Belvidere housing and west retail component which is scheduled to begin construction in 1992 and to be completed in 1994.
- o Phase 4 includes the Boylston Street offices, north retail, and West Boylston Street housing component. Phase IV will be approximately 415,000 gross square feet and is estimated to start construction in 1992 and to be completed in 1995.
- o Phase 5 includes the 214,000 gross square feet East Boylston Street housing/retail component which is scheduled to begin construction in 1995 and to be completed in 1997.

As the Project is proposed as a Planned Development Area, Prudential must show, and the BRA must find prior to approval, that nothing in the Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens. A comprehensive schedule of public benefits and mitigation measures is described herein in the proposed Development Plan and in a proposed Cooperation Agreement governing the Project, attached in Tab 7.

Site Description

The area proposed to be a Planned Development Area is 1,080,211 square feet, or approximately 24.8 acres, and is generally bounded by Boylston Street on the north, Exeter Street on the east, Huntington Avenue on the south, and Belvidere Street and Dalton Street on the west, excluding properties owned by the Massachusetts Convention Center Authority and the Lenox Hotel. The area is further described in the Development Plan. Permanent easements have been granted across the site to the Massachusetts Turnpike Authority and to the Boston Albany Railroad (succeeded by Conrail).

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Open Spaces and Pedestrian Circulation

The Prudential Center will be redeveloped on the concept of creating a block and street pattern with structured open spaces that is similar to the adjacent neighborhoods. The existing underutilized spaces such as South Ring Road and North Ring Road will be eliminated, allowing the Huntington Avenue and Boylston Street streetscapes to be strengthened. Major urban arcades will be created to provide accessible and active pedestrian routes through the site, connecting Back Bay to St. Botolph Street and Copley Place to the Hynes Convention Center.

Public Benefits

With a total development cost of approximately three hundred eighty million dollars (\$380,000,000), the Prudential Center redevelopment proposal represents a significant investment in new office and residential space in Boston. The redevelopment will provide substantial benefits citywide and to adjacent communities.

The proposed redevelopment project is anticipated to generate approximately \$9.3 million in annual new tax revenues, \$8.73 million in housing and jobs linkage funds as provided in a Development Impact Project Agreement ("DIP Agreement") attached in Tab 6, new daycare space, improvements to area MBTA stations, and other public benefits for neighborhood residents. Also, additional revenue will be generated for the State in the form of state sales taxes.

In addition to the statutory payments, Prudential has agreed to grant funds to support community projects. PruPAC has identified projects to be funded by grants from Prudential and has requested \$1.384 million to cover these needs. Funds will be made available in installments with grants to be disbursed to PruPAC grantees and as advised by committee. The mechanism used to disburse the community benefits monies is described in Exhibit C of the Cooperation Agreement and a list of the grants proposed by PruPAC is included as Exhibit D of the Cooperation Agreement.

Affordable Housing Program

Permanent zoning for the Huntington Avenue/Prudential Center district has been drafted, and the BRA held a public hearing on the zoning on December 14, 1989. The proposed zoning addresses the need for affordable housing. Prudential would be required under Section 41-14(1) of the zoning for the Huntington Avenue/Prudential Center District to either (1) ensure that at

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least ten percent of the dwelling units proposed in the Development Plan are affordable, or (2) make grants to enable the construction of, or construct or cause the construction of housing units off-site equivalent to twenty percent of the number of market rate housing units constructed on the site.

Prudential therefore will provide an affordable housing grant of \$1.116 million to the Neighborhood Housing Trust or such other entity as may be designated by the BRA. PruPAC, Prudential and the BRA are working to establish the timing of these payments.

Employment Benefits

The employment benefits that the Prudential Center redevelopment proposal brings to Boston are extensive. Approximately 2,200 construction jobs will be generated by the project. The developer has agreed to comply with the City's hiring policies and will codify this through the execution of a Residents Construction Employment Plan Agreement with the Mayor's Office of Jobs and Community Services ("OJCS"), as stated in the Cooperation Agreement.

Prudential Center redevelopment also brings benefits in the form of permanent jobs. When completed, the project will add space for approximately 5,600 permanent jobs. The developer has agreed to comply with the City's hiring policies and will codify this through the execution of a First Source Agreement with OJCS, as stated in the Cooperation Agreement.

In addition, the center will provide two child care facilities to serve employees and local residents. The two centers will total approximately 14,800 sq. ft. in size.

Transportation Impacts

The developer will provide \$1,000,000 to the Boston Transportation Department for the costs of planning studies, projects and actions taken to mitigate off site transportation impacts of the development. The mitigation plan includes a comprehensive program of transportation improvements to benefit the Back Bay area and surrounding neighborhoods. Measures include a series of capital improvements along Massachusetts Avenue, Huntington Avenue, and Belvidere Street to improve traffic flows. These funds will also be used to provide traffic enforcement officers at key Back Bay intersections. Other transportation benefits to be provided include improved pedestrian crossings on Huntington Avenue, Boylston Street, East Ring Road and Belvidere Street. Construction of the project will

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result in improved access to the Prudential Green Line transit station. In addition, overnight parking will be provided in the Prudential Center garages at reduced rates for residents of adjacent neighborhoods.

DEVELOPMENT REVIEW REQUIREMENTS

On June 28, 1988, Prudential submitted a Project Notification Form to the Boston Redevelopment Authority and an Environmental Notification Form to MEPA. On September 1, 1988, the Boston Redevelopment Authority issued a Scoping Determination for the project.

On April 12, 1989, Prudential submitted to the Boston Redevelopment Authority a Draft Project Impact Report/Draft Environmental Impact Report ("DPIR/DEIR") describing the impacts of the proposed project. On that same day, the proponent submitted the DPIR/DEIR to MEPA.

On August 30, 1989, the Boston Redevelopment Authority staff completed its review of the DPIR and issued a Preliminary Adequacy Determination.

On November 13, 1989 the Proponent submitted a Final Project and Environmental Impact Report ("FPIR/FEIR") to the BRA and MEPA. On January 2, 1990, MEPA issued a Certificate on the FEIR.

The BRA staff has reviewed the FPIR and solicited comments from other city agencies, PruPAC, abutters, and other interested parties. The BRA staff requests that the BRA Board authorize the Director to issue the Adequacy Determination on his determination that the FPIR fully meets the requirements set forth in Article 31.

PRUDENTIAL PROJECT ADVISORY COMMITTEE

In 1986, the Mayor established the Prudential Project Advisory Committee (PruPAC) to advise the City in the review of the Project.

On May 3, 1988, PruPAC formally adopted a set of guidelines (the "PruPAC Guidelines") as a statement of the criteria that PruPAC intended to use in evaluating the Project. On October 31, 1988, the PruPAC and the BRA entered into a Memorandum of Understanding formalizing the advisory role of the PruPAC to the BRA. The Memorandum of Understanding includes the following clause:

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"WHEREAS, the Authority accepts the Guidelines as the standard against which the Project and its potential impacts shall be evaluated."

The Memorandum of Understanding allows PruPAC to notify the Authority in writing if a staff recommendation to the Board regarding the project does not conform to the PruPAC Guidelines. Further, it contains a procedure for reconciling any conflicting positions between PruPAC and the BRA staff prior to formal presentation of a staff recommendation regarding the Project to the Board.

Information presented in the Development Plan, the FPIR for the Project, and other relevant materials in connection with the Project reviewed by staff indicates that the Project conforms to the PruPAC Guidelines.

One of the PruPAC Guidelines, regarding traffic, requires special mention. It states: "The development must not increase the volume of traffic on residential streets." The Boston Transportation Department ("BTD") carried out extensive computer modelling of traffic flows in connection with the Project. The results of this modelling are described in a letter from Commissioner Richard Dimino of the BTD to Frederick Casselman of the Neighborhood Association of the Back Bay. The letter is attached hereto as Exhibit A.

In that letter, Commissioner Dimino states his conclusion that the PruPAC Guidelines with regard to transportation impacts on the residential area of the Back Bay are adequately met by, among other things, enforcement activities by the City to increase parking turnover and traffic capacity on major corridors such as Massachusetts Avenue, Boylston, Newbury, Stuart, and St. James Streets. The BTD has, in fact, already implemented such an enforcement program in the Back Bay. Some reduction in enforcement activities by the City could ultimately occur without affecting traffic flows, because of changed driver behaviors as a result of intensive ticketing. However, a significant level of continued enforcement activity or other mitigation with similar effect on traffic flow is necessary to assure adequate traffic flow over major corridors and, therefore, to assure no increase in traffic on residential streets, as provided in the above-quoted PruPAC Guideline.

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On January 2, 1990, the PruPAC voted unanimously to adopt the following resolution:

That PruPAC supports approval of the four items on the BRA Board Agenda for January 18, 1990 (Huntington Avenue/Prudential Center Permanent Zoning, Prudential Planned Development Area, Prudential Cooperation Agreement, and Prudential Center Chapter 121A Separation and Termination) substantially in the form presented at the PruPAC meeting on January 2, 1990 with the assumption that outstanding issues will be negotiated in good faith.

Input from and dedication of the PruPAC has been invaluable in improving the project to reflect community concerns. PruPAC review resulted in substantial improvements to the proposal, including the location of specific uses, height and massing of buildings, quality and design of public spaces, environmental mitigation measures, and public benefits.

In order to ensure continued community review, the BRA staff recommends that PruPAC continue to advise the BRA regarding Project review and requests appropriate BRA Board action extending the terms of the Memorandum of Understanding between PruPAC and the BRA.

CONCLUSION

The three year review process of weekly meetings among PruPAC, the Prudential, the BRA, the Boston Transportation Department, the Mayor's Office of Neighborhood Services and other interested community representatives has resulted in a reduction of the building program from approximately 3 million square feet to 1.8 million square feet of new space. The PDA proposal is the result of this review which was carried out in conjunction with the Article 31 review process. The process has enabled the community to review and advise on the development proposal, and the result has been a project that is sensitive to the interests of the surrounding neighborhoods.

On November 30, 1989, a public hearing was held regarding the proposed Development Plan and Planned Development Area. After said hearing, the BRA voted to take the matter under advisement and allow the submission of written comments, to be incorporated into the public record, until January 5, 1990 at 5:00 P.M.

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Several letters were submitted to the BRA by the close of the public comment period. These letters are attached in Tab 12 of the Board package. The letters raised specific issues of concern which were either already addressed in the FPIR, or in the review of the FPIR.

The appended documents incorporate extensive review by the PruPAC, City agencies, the general public, and the BRA and represent the evolution of the Prudential Center redevelopment project over a number of years.

Accordingly, the BRA staff recommends: that the Boston Redevelopment Authority Board (1) adopt attached findings and resolutions approving the Development Plan, (2) authorize the Director to petition the Zoning Commission for the designation of a Planned Development Area for the project site, (3) authorize the Director to execute an Adequacy Determination for the Final Project Impact Report upon the Director's determination that the FPIR fully satisfies the requirements of Article 31, and (4) cause the term of the Memorandum of Understanding dated October 31, 1988 establishing the Prudential Project Advisory Committee, to be extended through the completion of the project.

Appropriate votes follow:

VOTED That the Boston Redevelopment Authority hereby adopts the resolutions entitled "Resolutions of the Boston Redevelopment Authority Regarding the Prudential Center Redevelopment Project Development Plan and Development Impact Project Plan" and dated January 18, 1990, consisting of 17 pages, and the BRA specifically adopts the findings incorporated therein, and specifically adopts the Resolves that are set forth in the last 4 pages of said resolution; and further

VOTED That the Director be and hereby is authorized to issue an Adequacy Determination for the Final Project Impact Report ("FPIR") submitted by the applicant on November 13, 1989 upon final completion of the review of the FPIR and the Director's determination that the FPIR fully satisfies the requirements of Article 31; and further

January 18, 1990

VOTED That the Director be and hereby is authorized to cause the term of the Memorandum of Understanding, dated October 31, 1988, between the Prudential Project Advisory Committee and the Boston Redevelopment Authority be extended through the completion of the project.

ATTACHMENTS:

Exhibit A:	BTD letter to N.A.B.B.
Tab 5:	Development Plan and Development Impact Project Plan
Tab 6:	Development Impact Project Agreement
Tab 7:	Cooperation Agreement

January 12, 1990

Mr. Frederick Casselman, Chairman
Neighborhood Association of the Back Bay
214 Beacon Street
Boston, MA 02116

Dear Mr. Casselman:

The purpose of this letter is to outline the status of various actions to address current and future transportation issues in the Back Bay, as they relate to the Prudential Development project and the Back Bay Transportation Strategies project.

As you know, the BTB has completed its review of the Prudential FPIR and determined that the PRUPAC guidelines pertaining to transportation impacts in the residential area of the Back Bay are adequately met by the proposed set of mitigation measures. These measures include:

- o Demand reduction strategies by the developer and the tenants of the development to increase the transit use and vehicle occupancy rates.
- o An enforcement program in the Back Bay to increase parking turnover and traffic capacity on major corridors such as Mass Ave., Boylston, Newbury, Stuart and St. James.
- o Traffic circulation and operational improvements, such as:
1) the establishment of a Traffic Relief Program on Mass Ave. corridor to provide two travel lanes in each direction with left turn lanes at appropriate intersections; 2) a one-way St. Botolph from Albemarle to Mass Ave. and truck restrictions in the St. Botolph neighborhood; and, 3) intersection design improvements at Belvidere and Dalton.
- o Provisions for traffic control officers at key intersections to control traffic and reduce the likelihood of gridlock.

In addition, we have already experienced a significant reduction in double parking, with associated traffic flow improvement along streets such as Boylston and Newbury through the enforcement program that has been recently implemented in the Back Bay.

The City's efforts to address the Back Bay neighborhood concerns about traffic extends well beyond our work that is related to the review of the Prudential Development project. For example, the recommendations from the Back Bay Strategies project will include a wide array of strategies to address current and future transportation issues in the Back Bay. These areas include improvements to directional signage and circulation changes in the area, as well as measures to improve pedestrian mobility, transit service, parking management, the management of special events and the overall management of transportation resources in the area.

One circulation change package option which appears feasible at this time is the potential addition of a westbound off-ramp from Storrow Drive to Massachusetts Avenue southbound. This option will have significant benefits of reducing traffic volumes in the residential areas. In addition, we are developing a comprehensive package of signage improvements. The objective of this program is to direct motorists to major arterials (such as Massachusetts Avenue, Boylston Street, and the Bowker Overpass) for access to or egress from the Back Bay.

Recently, we also completed computer modeling for a package presented by your organization, which includes the following three elements:

- 1) The closing of the Clarendon Street eastbound off-ramp from Storrow Drive; and
- 2) The closing of the Berkeley Street eastbound on-ramp to Storrow Drive.
- 3) The prohibition of left turns from Boylston Street to Dartmouth Street in the P.M. peak.

The preliminary computer modeling indicates that there would be some traffic reduction in the residential areas. At this time, no apparent shift of traffic to other streets in residential areas within the project area has been identified. We will evaluate this option with the Working Committee that was established for the Back Bay Transportation Strategies project.

DRAFT

In addition, we will investigate the feasibility of the other suggestions you made to improve traffic circulation in the Back Bay. The suggestions are:

- 1) Install a traffic signal at the intersection of Marlborough and Hereford Street.
- 2) Install a street direction sign on Boylston Street facing Dalton Street for left and right turn movements.

As you know, to provide an objective test of the effectiveness of the sign at Boylston and Dalton, this action should be taken after the Mass Ave. project is implemented.

Public review and, in some cases (such as proposals that affect State highways), State approval will be needed to implement proposals outlined in the Back Bay Transportation Strategies project. This approach was successful in our past efforts with the MDC to close the Dartmouth Street exit from Storrow Drive to address safety issues and to redesign Charles Circle to improve traffic flow. We are committed to implement or support those projects that are feasible and are supported by the community.

Your cooperation is greatly appreciated. The BTB will continue to work with you to finalize the Back Bay Strategies project in the near future. This project is expected to be completed by the spring of this year. I am sure that we can reach a mutually acceptable solution to these matters.

Sincerely,

Richard A. Dimino
Commissioner

RESOLUTIONS OF THE BOSTON REDEVELOPMENT AUTHORITY
REGARDING THE DEVELOPMENT PLAN AND DEVELOPMENT
IMPACT PROJECT PLAN FOR PLANNED DEVELOPMENT
AREA NO. 37, PRUDENTIAL CENTER REDEVELOPMENT

1. THE ONGOING BRA APPROVAL PROCESS

WHEREAS, The Prudential Insurance Company of America, a New Jersey corporation (the "Applicant") filed an application dated November 27, 1989 (the "Application") seeking from the Boston Redevelopment Authority (the "BRA" or "Authority") and the Boston Zoning Commission (the "Commission") approval of a development plan (the "Development Plan") and a development impact project plan (the "Development Impact Project Plan") for a planned development area ("PDA") to be designated in the area bounded by Boylston Street on the north, Exeter Street on the east, Huntington Avenue on the south, and Belvidere Street and Dalton Street on the west, excluding the properties within those boundaries which are owned by the Massachusetts Convention Center Authority and the Lenox Hotel (the "Site") in connection with a proposed redevelopment of the Prudential Center (together, the "PDA/DIP Plan"). The proposed planned development area is located within the area described as the Huntington Avenue/Prudential Center District in proposed Article 41 of the Boston Zoning Code ("Article 41"), which was considered by the BRA at a public hearing held on December 14, 1989, in accordance with a notice of that hearing published in the Boston Herald on December 1, 1989. Proposed Article 41 is available to the public in the offices of the BRA. Concurrent with, but immediately prior to, the action that the Board is now taking on the Application, the Board has authorized the Director to petition the Zoning Commission for the adoption of Proposed Article 41. It is contemplated that any approval of a PDA for the Site by the Zoning Commission would be conditioned on the effectiveness of said Article 41 so that the provisions of said Article 41 shall govern such PDA and its establishment.

Section 41-11 of Article 41 describes an area within the Huntington Avenue/Prudential Center District in which PDA's may be established and this area includes the Site. In order to establish a PDA, an applicant must submit a development plan in accordance with Section 3-1A.a of the Code. Pursuant to Section 3-1A.a, a development plan must "set forth the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation, [and] proposed dimensions of structures...".

Similarly, Sections 26A-3 and 26B-3 of the Code establish requirements for a development impact project, and Section 26A-3 requires that a development impact project plan contain the same information as a development plan. In addition, a development impact project plan must set forth the projected number of employees.

The approval of the PDA/DIP Plan by the BRA will allow the Applicant to continue the development review process for the entire project in accordance with the PDA/DIP Plan. If the BRA determines that the PDA/DIP Plan includes the elements required by Section 3-1A, that it "conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare", and that it also meets the PDA Criteria (as hereinafter defined), the BRA may, after public hearing, approve the PDA/DIP Plan. Section 26A-3 of the Code similarly provides that no Development Impact Project Plan may be approved by the BRA without making the same determinations (in addition to the PDA Criteria).

Section 41-13 of Article 41 sets forth further criteria for a development plan relating to a proposed PDA within the Huntington Avenue/Prudential Center District and require the BRA to make the following additional findings: that the development plan is in conformity with the provisions of Sections 41-13, 41-14 and 41-16 of Article 41; that the development conforms to the Huntington Avenue/Prudential Center District Plan and the general plan for the city as a whole; that each Proposed Project described in the Development Plan is in Substantial Accord with the building height and FAR standards set forth in Section 41-12 and all other applicable provisions of Article 41; and that, on balance, nothing in the Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens including without limitation the factors identified in Sections 41-14 and 41-16; (collectively, the "PDA Criteria").

As noted above, after the PDA/DIP Plan is approved, the BRA development review process will continue for all phases of the project. In addition, in order to obtain a building permit, all final plans and specifications must be submitted to the BRA for a determination that they are consistent with the PDA/DIP Plan. If the final plans and specifications are not consistent with the PDA/DIP Plan, they cannot be approved unless the PDA/DIP Plan is amended, after public notice and hearing.

2. THE PRESENT SITE IS OBSOLETE AND UNDERUTILIZED

WHEREAS, the Site contains 24.8 acres of land and is described in the PDA/DIP Plan.

The Site currently contains approximately 4.3 million square feet of space consisting of office, retail, hotel, residential apartment and parking uses. Over the years, a number of the original features of the Prudential Center have proven to be problems, which the PDA/DIP Plan seeks to remedy. These problems include:

- ° a lack of continuity with surrounding development, and the absence of street level activity along Huntington Avenue and Boylston Street.
- ° poorly defined entrances and stairways, poor connections to Copley Place, and difficult handicapped access.
- ° high winds in pedestrian plazas, the absence of sunlight in the North Plaza, and unheated pedestrian passageways.
- ° poor differentiation between public circulation routes and leased spaces such as in the lobbies of office structures where main pedestrian ways pass through elevator lobbies.
- ° large areas of unusable outdoor space, frequently cut up by roadways or level transitions, and often located in places that are unlikely to be used.
- ° a retail layout which is one-sided and not sufficiently concentrated to support effective retailing.
- ° undersized community retailing areas, such as the current supermarket.
- ° underuse of the site, particularly on its perimeter.
- ° poor relationships of built forms to their surroundings, such as the absence of buildings framing the east end of the Christian Science Plaza and the lack of definition of street walls along Boylston Street and Huntington Avenue.

The BRA finds that if the PDA/DIP Plan is not approved, the Site will continue as an obsolete and underutilized area; that the existing structures and the Site's uses will remain essentially unchanged; and that the potential benefits from the Site will not be fully realized.

3. THE APPLICANT'S PDA/DIP PLAN

WHEREAS, the Applicant's PDA/DIP Plan dated January 18, 1990 consists of 23 pages of text plus attachments designated Exhibits A through F. In addition, the Applicant has submitted proposed forms of a Development Impact Project Agreement, and a Cooperation Agreement (collectively, the "BRA Agreements"). After reviewing these forms of agreement, the BRA is satisfied that the BRA Agreements substantially in the form submitted will ensure compliance with the PDA/DIP Plan and the provision of the public benefits and mitigation measures referred to therein and, with such changes as the Director of the BRA may deem advisable, will authorize the Director to execute the BRA Agreements in a timely manner.

The BRA finds that the Applicant's PDA/DIP Plan adequately sets forth the required elements for a development plan and for a development impact project plan pursuant to Sections 3-1A and 26A-3 and Article 41, including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Site and structures, projected number of employees, proposed densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures.

4. THE PROJECT

WHEREAS, as described in the PDA/DIP Plan, a total of 1,834,000 net new square feet will be added to the Site and 143,000 square feet of existing retail space will be demolished and reconstructed. The net new square feet include new office space, retail and community service space, housing units and enclosed public space. New community service space will include two child care centers, a chapel and space for the Greater Boston Convention and Visitors Bureau. The new retail space will include a neighborhood shopping center, containing an enlarged supermarket and other shops intended to serve residents of the surrounding neighborhood. The parking garage will remain and approximately 800 new parking spaces will be added. The Project will be developed in five (5) phases, as described in the PDA/DIP Plan proceeding generally from the south side of the Site to the north side of the Site.

The BRA finds that, from a design standpoint, the Project, as described in the PDA/DIP Plan, is consistent with the Huntington Avenue/Prudential Center District Plan, with the Boylston Street Guidelines, and with the guidelines prepared by the Prudential Project Advisory Committee ("PruPAC Guidelines"), that massing, setbacks and materials are coordinated to relate to the existing context on the Site and in the surrounding neighborhoods, and that the buildings in the Project will have heights and gross floor areas not in excess of those permitted in Article 41. The BRA also finds that the Project will permit better utilization of the Site.

5. THE PUBLIC REVIEW PROCESS AND EVOLUTION OF THE PROJECT

WHEREAS, in 1986 a community review committee, the Prudential Project Advisory Committee ("PruPAC"), was established to advise on the critical planning issues regarding development of the Prudential Center. PruPAC held over 300 meetings in connection with its planning and review tasks and generated development guidelines ("PruPAC Guidelines") concerning the desired development path of the Project. The degree of citizen involvement through PruPAC and the public review process has been unprecedented in the city.

As part of the public review process, an Environmental Notification Form dated June 29, 1988 and a Draft Environmental Impact Report dated April 12, 1989 were filed with the Massachusetts Executive Office of Environmental Affairs ("EOEA"). In addition, the Applicant submitted to the BRA a Project Notification Form dated June 15, 1988 and, in accordance with the scoping determination issued by the BRA under Article 31 of the Code, a Draft Project Impact Report dated April 12, 1989. A Final Project/Environmental Impact Report dated November 13, 1989 was filed with the EOEA and with the BRA.

The BRA finds that, as a result of the process of citizen involvement and public review which has continued for over three years, and which produced the PruPAC Guidelines, broad agreement on the urban design objectives for the Project was reached relative to design aesthetics, community concerns, environmental impacts and scale. The BRA further finds that, out of this public review through the diligent and good faith efforts of PruPAC, the Applicant, and other concerned parties, a substantially better Project has evolved.

6. THE "GENERAL PLAN FOR THE CITY AS A WHOLE" AND THE HUNTINGTON AVENUE/PRUDENTIAL CENTER DISTRICT

WHEREAS, pursuant to Section 41-13, in approving a development plan or a development impact project plan, the BRA must find "that such plan conforms to the general plan for the City as a whole" No specific "general plan" is referred to in Section 3-1A or 26A-3 or elsewhere in the Code, but Section 41-2 recognizes the Huntington Avenue/Prudential Center District Plan, as amended from time to time, as the general plan for the Huntington Avenue/Prudential Center District and as the portion of the general plan for the City of Boston applicable to the Huntington Avenue/Prudential Center District.

On March 11, 1965, the BRA adopted as the official master plan of the City for the next decade the "1965/1975 General Plan for the City of Boston and the Regional Core" (the "1965-1975 Plan"). In the intervening 22 years, no other

formal City-wide plan has been adopted, although other plans and studies have been conducted, including the BRA study entitled "Planning for Boston's Next Decade of Development 1980-90." Neither the 1965-1975 Plan, nor any other single document frozen in time, has constituted "the general plan for the city as a whole." Rather, "the general plan for the City as a whole" has been a continually evolving concept, evidenced by development precedents, planning studies, and zoning ordinances.

The 1965-1975 Plan describes the City of Boston as including a Regional Core made up of a series of subcenters located along a linear spine generally running east to west. These subcenters are identified in the 1965-1975 Plan as North Station, the Waterfront, Government Center, Summer-Winter-Washington Streets, Park Square Copley Square, Prudential Center, Symphony Hall, and Kenmore Square. The Plan envisions communication and connection between the Regional Core's separate subcenters to enable the subcenters to expand and modernize functionally as necessary. Geographically, the 1965-1975 Plan defined the "Regional Core" as that part of the City which includes primarily the Boston peninsula and the central business district, plus various fringe areas, such as the Fort Point Channel area.

In determining "the general plan", it is the BRA's administrative practice to look to the 1965-1975 Plan and subsequent studies and actions relating to the particular part of the City under consideration. In this way, the BRA can determine if a particular project is in accordance with long-range planning and furthers the BRA's view as to future development of the City.

With regard to the Project Site and the Huntington Avenue/Prudential Center District, the "general plan for the city as a whole" includes applicable portions of the 1965-1975 Plan and subsequent plans and studies, including a BRA study entitled "Planning for Boston's Next Decade of Development 1980-90", numerous BRA studies regarding Boston's future commercial needs, and recently adopted and proposed Code amendments which relate to the Boylston Street area and the Huntington Avenue/Prudential Center District.

The Huntington Avenue/Prudential Center District Plan includes the provisions of Article 41 of the Code. Section 41-1 sets forth the goals and objectives of the Huntington Avenue/Prudential Center District as follows: to preserve the historic and architectural character of the historic residential neighborhoods included in the district; to realize the potential of Huntington Avenue as an important city boulevard and as a transitional boundary between the large-scale Prudential Center and the historic St. Botolph Street and South End neighborhoods; to encourage the

large-scale private redevelopment of the Prudential Center; to integrate more effectively the Prudential Center with adjacent districts; to promote development that emphasizes a sense of human scale through appropriate block and building sizes and shapes, modulated and detailed facades and storefronts, and articulated entryways; to increase pedestrian activity along the streets surrounding the Prudential Center by promoting streetscape improvements, requiring active ground-level uses, and permitting the creation of a mixed-used economy, including office, retail, commercial and residential uses; and to promote the public welfare of the people of Boston. This statement of goals is, in turn, based on the studies of the area conducted in connection with the enactment of Article 27D establishing an Interim Planning Overlay District for the downtown area, as well as further studies conducted in connection with preparation of the proposed text of Article 41.

Based on its review of the applicable development precedents, planning studies, and zoning ordinances, including proposed Article 41, the BRA hereby finds that the Project, as described in the PDA/DIP Plan, conforms to the Huntington Avenue/Prudential Center District Plan, including the specified goals and purposes articulated in Section 41-1, and to the general plan for the City as a whole.

The BRA finds that by redeveloping an obsolete and significantly underutilized portion of the Site to create a revitalized mixed-use Prudential Center, the Project will help reconnect the Site to its surroundings, promote the active pedestrian use of the major streets adjoining the Project and create buildings, spaces and an environment which are interesting and diverse. Further, the BRA finds that the Project will provide significant community benefits, as detailed below. By stimulating growth, the Project will also create a complex with facilities and services which will promote economic growth in Boston and throughout the region. In its careful design and sensitivity to the neighboring areas and the creation of through pedestrian urban arcades, the Project will also create a transition of uses and character between the Back Bay, South End, Fenway and other adjacent neighborhoods. The Site is ideally situated for both local and regional public transit access with its proximity to the Back Bay Station and the Prudential Station on the Green Line. In addition, the Site has good access to local bus routes which connect the Back Bay area with the other city neighborhoods.

The BRA finds that by using materials and designs which are harmonious with the surrounding neighborhood and with traditional Boston design concepts, the Project will strengthen the Huntington Avenue/Prudential Center District without compromising the historic and architectural integrity of the area.

The BRA further finds that the PDA/DIP Plan furthers the goals set forth in Section 41-1 of the Code and proposes a plan for development in the PDA/DIP Plan consistent with the Huntington Avenue/Prudential Center District Plan and the general plan for the city as a whole.

7. THE PROJECT SATISFIES THE PDA CRITERIA

WHEREAS, in order to approve the PDA/DIP Plan, the BRA must find that the Plan satisfies the PDA Criteria set forth in Sections 41-13 and summarized in Finding No. 1 above. The BRA hereby finds that the PDA/DIP Plan satisfies the PDA Criteria, as more fully hereinafter set forth.

First, the PDA/DIP Plan is in conformity with the provisions of Sections 41-13, 41-14, and 41-16 of Article 41. Section 41-13 sets forth the PDA Criteria. Based on the matters reviewed in this Finding No. 7, the BRA is concluding that the PDA Criteria are satisfied. Section 41-14 requires that the development plan propose a plan for public benefits including, at a minimum, the creation, rehabilitation, or preservation of affordable housing and the provision of substantial street improvements, both as more particularly described in said Section 41-14. As more fully discussed in Finding No. 8, below, the PDA/DIP Plan incorporates a public benefits plan that satisfies such minimum requirements and provides for substantial additional community benefits. Section 41-16 requires that any Proposed Project submitted as part of an application for Development Plan approval, comply with the general design and environmental impact standards described in said section. These general design and environmental criteria impact standards pertain to shadows, wind, transportation access, landmarks and historic buildings, enhancement of pedestrian environment, and compliance with Article 28 regarding Boston Civic Design Commission. Based on its review of the Final Project Impact Report ("FPIR") for the Project, submitted by the Applicant to the BRA on November 14, 1989 and of the requirements of the Cooperation Agreement proposed by the Applicant in connection with the Application, the BRA finds that the Project, as described in the PDA/DIP Plan, will comply with the general design and environmental impact standards set forth in Section 41-16.

Second, as discussed in Finding No. 6, above, the PDA/DIP Plan is consistent with the Huntington Avenue/Prudential Center District Plan and the general plan for the city as a whole.

Third, each Proposed Project described in the development plan must be in substantial accord with the building height and FAR standards set forth in Section 41-12 and other applicable provisions of Article 41. In the area of the Huntington Avenue/Prudential Center District in which the Site is located,

a project within a PDA is permitted a maximum FAR of 6 and a maximum building height of 155 feet except that one building is permitted a maximum building height of 465 feet. The Project proposed in the PDA/DIP Plan includes one building which is approximately 465 feet in height and other buildings which do not exceed 155 feet in height with an FAR which will not exceed 6. Accordingly, the BRA finds that the Project is in substantial accord with the standards for building height and FAR for projects within a PDA set forth in Section 41-12 of the Code. Further, based on a review of the PDA/DIP Plan and of the applicable provisions of Article 41, the Board hereby finds that the PDA/DIP Plan is in substantial accord with such applicable provisions.

Fourth, as is separately discussed in Finding No. 8, below, nothing in the PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens.

Accordingly, the BRA finds that the PDA/DIP Plan satisfies each of the PDA Criteria.

8. THE PROJECT WILL NOT BE "INJURIOUS TO THE NEIGHBORHOOD OR OTHERWISE DETRIMENTAL TO THE PUBLIC WELFARE"

WHEREAS, in order to approve the PDA/DIP Plan, the BRA must find that "on balance, nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens" This standard, as set forth in Section 41-13 of the Code, elaborates upon the standard set forth in Section 3-1A (that "nothing in [a proposed Planned Development Area plan] will be injurious to the neighborhood or otherwise detrimental to the public welfare") by incorporating the balancing approach required by the Supreme Judicial Court in Manning v. Boston Redevelopment Authority, 400 Mass. 444 (1987). As the court noted, the planned development area provisions of the Code were intended to "establish a more flexible zoning law" in order to encourage well-planned and thoroughly reviewed large scale private development projects on underutilized sites. These provisions contemplate a balancing of relative benefits and burdens, acknowledging that such large-scale development projects inevitably cause some burdens, but realizing that in a well conceived and well-designed project such burdens are outweighed by public benefits generated by the project.

Based upon its consistent administrative practice for nearly two decades, as well as upon the mandate of Manning, the BRA will balance a proposed plan's possible adverse effects and other matters claimed to be detrimental to the public welfare against the benefits to the neighborhood, the City, and the public. It will approve only those which "on balance, are not

injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens."

In the case of this Project, an extraordinary public review process extending over four (4) years has resulted in a development plan with broad public support that maximizes public benefits while minimizing and mitigating adverse development impacts. The PDA/DIP reflects a substantial reduction in density to 1.8 million square feet from the 3.4 million square feet originally proposed. Numerous design changes to minimize development impacts have resulted from the active and effective participation of PruPAC in advising the BRA in development review. Among other things, the housing structure on Belvidere Street was reduced from 13 stories to 11 stories in order to conform to the existing streetscape and increase available sunlight to open spaces; the Huntington Avenue office tower was set back 80 feet from the property line and curb and its form sculpted so that visually it appears to be even further back from this street; pedestrian passageways have been designed to be street-like in character to provide an inviting access between adjacent districts of the city; and a series of indoor and outdoor public open spaces have been designed to encourage activities of users and residents of the Site. Each of these examples demonstrates a significant amount of mitigation included in the current Project design, which has resulted in a project with limited potential for negative impacts.

The Project does, however, provide numerous beneficial impacts. Set forth below are some of the benefits which will inure to the public as a result of the Project.

The Project's Benefits

A. Employment Plan

The Project is expected to generate an estimated 2,200 construction worker years of labor and to add an estimated 5,600 permanent jobs to the Prudential Center Site, which currently has approximately 10,000 employees in the complex. The Applicant anticipates that many new jobs will be created by new businesses, expansion of existing businesses and new tenants coming into the City. An aggressive program of recruiting Boston residents, minorities and women for both construction and permanent jobs will ensure that benefits flow to those most in need of employment.

B. Fiscal Benefits

Over the next 10 years, taxes received by the City of Boston are anticipated to increase by \$93 million, or an average of \$9.3 million per year, as a result of the project.

Municipal service costs for Prudential Center are expected to increase by only \$0.8 million per year when the project is complete and occupied.

C. Traffic and Transportation Improvements

The Applicant, Boston Transportation Department and the BRA have agreed upon a comprehensive program of transportation improvements to be funded by the Applicant which will benefit more broadly the Back Bay area and surrounding neighborhoods.

The Applicant will take the lead in creating and assuring the funding for a Back Bay Transportation Management Organization. A Prudential Center Transportation Coordinator has been appointed to initiate demand reduction programs and coordinate all transportation activities for the Prudential Center site.

Pedestrian crossings will be improved on Huntington Avenue, Boylston Street, East Ring Road and Belvidere Street. Construction of the project will result in improved access to the Prudential Green Line transit station.

D. Streetscape and Open Space Improvements

As described in the PDA/DIP Plan, the Project will include new sidewalks, street trees and street furniture on the north side of Huntington Avenue, south side of Boylston Street, east side of Belvidere Street, and west side of Exeter Street. As well, the entire right-of-way along East Ring Road will be improved for pedestrians and drivers.

E. Infrastructure Improvements

Major improvements will be made, at the Applicant's cost, to the Boston Water and Sewer Commission distribution network in the area of the site, including a new 24 inch sewer line along Huntington Avenue which will permit the abandonment of the sewer syphon system that currently passes under the Prudential Center and Massachusetts Turnpike. Water lines will be looped in the area of the site. On site, the Applicant will take significant measures to conserve electrical energy and reduce steam consumption, and to encourage the recycling of solid wastes.

F. Development Impact Project Contribution

1. As required under Section 26A-3 of the Boston Zoning Code, the Applicant will enter into a DIP Agreement and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the

Project. The DIP Contribution shall be made, at the Applicant's option, by: (i) the grant and payment by the Developer of a sum of money payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in said Section 26A-3 as the "Housing Contribution Grant"), (ii) the creation by the Developer of low and moderate income housing units at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP agreement (referred to in said Section 26A-3 as the "Housing Creation Option"), or (iii) a combination of items (i) and (ii) above. Subject to approval of the Neighborhood Housing Trust and the BRA, the Applicant anticipates making the DIP Contribution utilizing the Housing Creation Option.

Should the Applicant's obligation with regard to the DIP Contribution for all of the buildings included in this plan be satisfied solely in the form of a Housing Contribution Grant, total payments from the Applicant would equal approximately \$7,275,000.

2. As required under Section 26B-3 of the Boston Zoning Code, the Applicant will also be responsible for making a Jobs Contribution Grant with regard to the Project. The Jobs Contribution Grant shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement. It is anticipated that the total Jobs Contribution Grant for all of the Buildings will equal approximately \$1,455,000.

G. Affordable Housing Contributions

Under Section 41-14(1) of Article 41, the Applicant has agreed to provide an affordable housing grant to the Neighborhood Housing Trust or other designee of the BRA of approximately \$1,116,000 based on current rates of assistance provided for affordable housing projects.

H. Child Care Facilities

In accordance With Table C of Section 41-17(2), the Applicant must provide 12,000 sq.ft. of child care facilities either (i) on-site, or (ii) off-site in the vicinity of the project either in the zoning district, South End or Back Bay. The Applicant proposes to provide the facilities for and oversee the operation of two child care centers on-site in space totalling 14,800 sq.ft.

I. Transportation Improvements

The Applicant has volunteered to make grants totaling \$1,000,000 to reimburse the Boston Transportation Department for the costs of planning studies, projects and actions taken to mitigate off site impacts of the development.

J. Other Neighborhood and City Wide Initiatives

In recognition of the impacts which the development will have on adjacent neighborhoods and the City of Boston, the Applicant will make available voluntary contributions totaling \$1,384,000 for projects intended to maintain the vitality of the impacted neighborhoods and improve the quality of life in the city.

The projected impacts of the Project have been comprehensively studied through the Article 31 Development Review Process. With the advice of PruPAC and other concerned parties, mitigation has been designed for this Project to minimize any adverse impact in the transportation network, environmental quality, the urban design context, historic structure, and infrastructure systems. The development review process has generated sufficient data, in light of the mitigation proposed by the Applicant, to determine that the standard articulated in Section 3-1A, Section 41-13, and the Manning case is met.

For the reasons set forth in this Resolution No. 8 and elsewhere herein, the BRA hereby finds that the Project and the proposed PDA/DIP Plan are not injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens.

9. CONCLUSION

WHEREAS, the BRA gave due and proper notice of a public hearing held in the City Council Chambers on November 30, 1989, to consider the PDA/DIP Plan and to determine the manner in which Sections 3-1A, 26A-3, 41-13, 41-14 and 41-16 should be applied to the PDA/DIP Plan. The public hearing was duly convened and held in all respects in accordance with law, and to the extent required by law, with a legal quorum present throughout the meeting. The matter was held open for public comment until January 5, 1990 and at a meeting held by the BRA in its Board Room on January 18, 1990, a legally sufficient number of members of the BRA voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote were duly fulfilled, carried out and otherwise observed. At the public hearing on November 30, 1989 and during the designated public comment period the BRA heard extensive testimony from a number of witnesses and closed the public hearing and the public record on this Application on January 18, 1990.

Based on all this evidence, the BRA finds and concludes that the Project design has been developed through an extraordinary public review process in which both the Applicant and PruPAC have exerted exceptional efforts to produce the best

achievable project; that the urban design elements of the Project reflect the needs of the Huntington Avenue/Prudential Center District, while respecting the public goals and guidelines established for development in Boston; that the Project will form an important link between the Back Bay, South End, Fenway, and St. Botolph neighborhoods; that the Project will aid the City financially by generating jobs, and by providing Boston with a new source of real estate tax revenues and linkage funds; and that the Project will provide numerous other benefits to the neighborhood, the City and community at large.

Based on all the evidence, the BRA further finds and concludes that the Project's PDA/DIP Plan satisfies the PDA Criteria and otherwise complies with Sections 3-1A, 26A-3, 26B-3, 41-13, 41-14 and 41-16 of the Code.

Based on all the evidence, the BRA further finds and concludes that the Project's PDA/DIP Plan conforms to the Huntington Avenue/Prudential Center District Plan and the general plan for the City as a whole.

Based on all the evidence, the BRA has weighed this Project's public benefits against the burdens of this Project and further finds and concludes that nothing in the Project's PDA/DIP Plan is injurious to the neighborhood or otherwise detrimental to the public welfare.

10. RESOLVES

NOW THEREFORE be it resolved by the Authority

That in connection with the Development Plan/Development Impact Project Plan for Planned Development Area No. 37 (the "PDA/DIP Plan"), presented at a public hearing duly held at the office of the Boston Redevelopment Authority (the "Authority") on Thursday, November 30, 1989, and after consideration of (a) evidence presented at, and in connection with, the hearing, and in connection with the proposed project described in the PDA/DIP Plan, (b) matters discussed in memoranda dated November 30, 1989 and January 18, 1990 from Pamela Wessling, Victor Karen, Thomas Maistros, and Scott Fowler to the Authority and Stephen Coyle, and (c) the findings of the Authority set forth above, which evidence, memorandum and findings are incorporated herein by reference, the Authority finds that (1) the PDA/DIP Plan conforms to the Huntington Avenue/Prudential Center District Plan and the general plan for the city as a whole; (2) nothing in the PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; (3) the PDA/DIP Plan is in substantial accord with the provisions of Sections

41-13, 41-14, and 41-16 and proposed Article 41 of the Boston Zoning Code which was submitted to the Authority and the City on December 14, 1989 in accordance with a Notice of hearing published in the Boston Herald on December 1, 1989 and on which the Authority is taking action concurrent herewith ("Article 41"); (4) the proposed project described in the PDA/DIP Plan is in substantial accord with the building height and FAR standards set forth in Section 41-12 of Article 41; (5) on balance, nothing in the PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens including those factors set forth in Sections 41-14 and 41-16 of Article 41; and (6) the PDA/DIP Plan does adequately and sufficiently satisfy all other criteria and specifications for a planned development area subdistrict designation and for a development impact project, as set forth in the Boston Zoning Code, as amended and as affected by Article 41 (the "Code"); and further

That the form and substance of the PDA/DIP Plan, and the procedures employed in reviewing and approving the PDA/DIP Plan, conform with the requirements of the Code as applied to a development plan for a planned development area under Sections 3-1A, 41-11 and 41-13 of the Code and a development impact project plan under Section 26A-3 of the Code; and further

That the Authority hereby waives any procedural requirements of the Authority's "Zoning Procedures for the Master Plan/ PDA" dated March 19, 1986 with which the application submitted by the Applicant, for a planned development area subdistrict designation for the parcel of land which is the subject of the PDA/DIP Plan and for approval of the PDA/DIP Plan, is not in conformity; and further

That pursuant to the provisions of Sections 3-1A, 26A-3, 41-11 and 41-13 of the Code, the Authority hereby approves the PDA/DIP Plan. The PDA/DIP Plan is embodied in a written document entitled "Development Plan and Development Impact Project Plan for Planned Development Area No. 37", dated January 18, 1990 consisting of 23 pages of text plus attachments designated Exhibits A through F, and is attached hereto as Exhibit A. The PDA/DIP Plan shall be on file in the office of the Secretary of the Authority; and further

That the Authority hereby authorizes the Director of the Authority to petition the Zoning Commission of the City of Boston (the "Commission") for a planned development area overlay designation for the parcel of land which is the

subject of the PDA/DIP Plan, and to recommend to the Commission, subject to final enactment of Article 41, that it approve such petition and the PDA/DIP Plan pursuant to Sections 3-1A, 41-11 and 41-13 of the Code; and further

That the Authority hereby approves the proposed forms of Development Impact Project Agreement and Cooperation Agreement (the "Related Agreements") in substantially the forms attached hereto as Exhibits B and C, respectively, and the Authority hereby authorizes the Director of the Authority to execute and deliver in the name of and on behalf of the Authority the Related Agreements, with such changes as he, in his discretion, shall determine to be necessary or desirable, his execution and delivery of any of the foregoing or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Related Agreements shall be on file in the office of the Authority; and further

That the Authority hereby authorizes the Director of the Authority to execute and deliver in the name of and on behalf of the Authority all other agreements and documents incidental to the PDA/DIP Plan, such agreements and documents to include such terms and conditions as the Director deems appropriate and in the best interests of the Authority, execution and delivery of such agreements or documents or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. Such other agreements and documents shall be on file in the office of the Authority; and further

That the Authority hereby authorizes the Director to certify in the name of the Authority, at such time as he determines that the plans to be submitted to the Commissioner of the City of Boston Inspectional Service Department in connection with the PDA/DIP Plan are consistent with the approved PDA/DIP Plan, that such plans are thus consistent, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

That the Authority hereby authorizes the Director to certify in the name of the Authority, at such time as he determines that the Project complies with the Development Review Requirements of the Code and the Authority, that the Project thus complies, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder provided that final design review of the Project shall not be granted prior to the execution of a Transportation Access Plan Agreement with the Boston Transportation Department, and a Boston Residents Construction Employment Plan, a Memorandum of

Understanding, a First Source Agreement, and other necessary agreements with the Mayor's Office of Jobs and Community Services.

That the Authority hereby authorizes the Director to make favorable recommendations to the Board of Appeal in connection with any zoning relief which may be required from the Board of Appeal to allow the development of the Project.

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CR.004

DEVELOPMENT PLAN AND
DEVELOPMENT IMPACT PROJECT PLAN
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DEVELOPMENT PLAN
AND
DEVELOPMENT IMPACT PROJECT PLAN
FOR
PLANNED DEVELOPMENT AREA NO. 37

PRUDENTIAL CENTER REDEVELOPMENT
JANUARY 18, 1990

I. DEVELOPER

The developer of the project is The Prudential Insurance Company of America, a New Jersey corporation.

The business address, telephone number and designated contract for the developer are:

The Prudential Insurance Company of America
Suite 4800, Prudential Tower
800 Boylston Street
Boston, MA 02199
(617) 236-3867

Contact persons:

Robert J. Walsh, Vice President
Gregory P. Winter, Project Manager

In addition to owning Prudential Center, the developer currently has a 50 percent interest in the office structure at One Federal Street and owns the office structure at One Beacon Street in Boston.

The planners and architects for the site are as follows:

Planning Consultants:

Carr, Lynch, Hack and Sandell
1385 Cambridge Street
Cambridge, MA 02139

Coordinating Architects:

Sikes, Jennings, Kelly and Brewer
Suite 270
Prudential Center
800 Boylston Street
Boston, MA 02119

Phase I Architects
Childs Bertman Tseckares & Casendino, Inc.
306 Dartmouth Street
Boston, MA 02116

II. SITE DESCRIPTION

The site encompasses the area occupied by the current Prudential Center, wholly owned by The Prudential Insurance Company of America, as evidenced by Certificate of Title #64667. The site is 1,080,211 sq.ft., or approximately 24.8 acres. It is generally bounded by Boylston Street on the north, Exeter Street on the east, Huntington Avenue on the south, and Belvidere Street and Dalton Street on the west, excluding the properties within those boundaries which are owned by the Massachusetts Convention Center Authority and the Lenox Hotel. A property map is included as drawing DP-1 and the boundaries are more particularly described in Exhibit A, attached hereto. Permanent easements have been granted across the site to the Massachusetts Turnpike Authority and to the Boston and Albany Railroad (succeeded by Conrail).

The entire site owned by The Prudential Insurance Company of America is proposed to be included in PDA No. 37.

The site currently contains approximately 4.3 million sq.ft. of space, as shown on drawing DP-2, consisting of:

	sq.ft. (000)*	height**
Offices		
Prudential Tower	1,132	743
101 Huntington Offices	570	371
Retail Uses	467	varies
Hotel (1,200 rooms)	1,170	302
Apartments (781 units)		
Boylston Apartments	315	275
Fairfield Apartments	315	275
Gloucester Apartments	<u>305</u>	297
TOTAL	4,274	

* All building areas in this Plan are indicated in terms of "gross floor area" consistent with Section 2-1(21) of the Boston Zoning Code as in effect on November 1, 1989. Excluded from floor area calculations are parking areas located below deck or plaza level.

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** All building heights in this Plan are expressed consistent with Section 2-1(23) of the Boston Zoning Code, as amended through May 22, 1989.

Not included in the floor areas above is a portion of the original Prudential Center site, which contained approximately 65,000 sq.ft. of retail uses as well as parking spaces, which was taken by eminent domain in 1984 for expansion for the Hynes Convention Center.

In addition, the site currently contains 3,028 parking spaces, located in an enclosed three level garage which covers much of the site. The main pedestrian level of the complex is currently located approximately 20 feet above the average elevations of Boylston Street and Huntington Avenue. There are three private ways on the site: North Ring Road (which is discontinuous as a result of the expansion of the Hynes Convention Center out toward Boylston Street), East Ring Road and South Ring Road.

Over the years, a number of the original features of the Prudential Center have proven to be problems, which the Development Plan seeks to remedy. These problems include:

- o a lack of continuity with surrounding development, and the absence of street level activity along Huntington Avenue and Boylston Street.
- o poorly defined entrances and stairways, poor connections to Copley Place, and difficult handicapped access.
- o high winds in pedestrian plazas, the absence of sunlight in the North Plaza, and unheated pedestrian passageways.
- o poor differentiation between public circulation routes and leased spaces such as in the lobbies of office structures where main pedestrian ways pass through elevator lobbies.
- o large areas of unusable outdoor space, frequently cut up by roadways or level transitions, and often located in places that are unlikely to be used.
- o a retail layout which is one-sided and not sufficiently concentrated to support effective retailing.
- o undersized community retailing areas, such as the current supermarket.
- o underuse of the site, particularly on its perimeter.
- o poor relationships of built forms to their surroundings, such as the absence of buildings framing the east end of

the Christian Science Plaza and the lack of definition of street walls along Boylston Street and Huntington Avenue.

III. GENERAL DESCRIPTION OF PROPOSED PROJECT

The Development Plan proposes the addition of new offices, retail spaces and housing to the site through selective redevelopment of existing areas and the creation of new structures. The location and form of structures shall generally conform to the site plan of the proposed development included as drawing DP-3 in Exhibit B.

Existing Structures to Remain

The Development Plan proposes the retention of the existing multi-story structures on the site:

- o The Prudential Tower will be retained, with its lobby reconfigured to integrate it into the new complex.
- o The 101 Huntington office building will be retained, with its lobby reconfigured to integrate it into the new complex.
- o The Sheraton Boston Hotel and Towers will be retained in its current form.
- o The Saks Fifth Avenue and Lord & Taylor stores will be retained with changes to entrances to integrate them into the new complex.
- o The Fairfield, Boylston and Gloucester apartments will be retained, with their ground level, plaza and mezzanine levels reconfigured to integrate them with the new complex.

All of the retail spaces on the site, with the exception of the Boston Edison space, will be demolished, as will portions of the parking structures, to create sites for new buildings. A number of the ramps to the parking garage will be removed and replaced by new or expanded entrances. The outbound entrances to the Prudential Green Line Station on Huntington Avenue will be replaced by new entrances integrated with the design of the complex.

Development Program

A total of 1,834,000 net new sq.ft. will be added to the site. In addition, 143,000 sq.ft. of existing retail space will be demolished and reconstructed. The breakdown by use is as follows:.

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Square Feet (000)

	<u>Existing On-Site</u>	<u>Demo- lished</u>	<u>Recon- structed</u>	<u>New Areas</u>	<u>Total After</u>
Office Space	1,702	0	0	991	2,693
Retail and Community Services Space	467	143	143	263	730
Housing Space	935	0	0	422	1,357
Hotel	1,170	0	0	0	1,170
Public Space*	0	0	0	158	158
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL	4,274	143	143	1,834	6,108

* None of the current public space is fully enclosed

In addition to these areas, existing garage and service areas totalling approximately 300,000 sq.ft. will be demolished to create sites for new construction and will be replaced by an approximately equal area of garage and service spaces on levels below the new structures.

A number of community service spaces will be included on the site. These include two child care centers (7,000 and 7,800 sq.ft.), a chapel (3,600 sq.ft.), and space for the Greater Boston Convention and Visitors Bureau (8,000 sq.ft.).

Drawings DP-4 through DP-8 in Exhibit B indicate the plans for the basement, street, mezzanine, deck and typical upper floor levels, and construction shall generally conform to these plans.

Two new office structures will be constructed on the site: a 36-story structure on Huntington Avenue and an 11-story structure on Boylston Street. A new 11-story housing structure will be constructed on Belvidere Street, and two new housing structures, each 11 stories, will be build on Boylston Street. New retail spaces will be located at both the main pedestrian level and at street level along Huntington Avenue, Belvidere Street and Boylston Street. A new neighborhood shopping area, containing an enlarged supermarket and other shops intended to serve residents of adjacent neighborhoods, will be constructed to front on East Ring Road and Huntington Avenue.

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Pedestrian passageways will be reconstructed on the site to provide weather protected and heated ways between the main destinations -- from the Copley Place bridge to the south entrance of the Hynes Convention Center, and between Boylston Street and the corner of Huntington Avenue and Belvidere Street. Secondary indoor pedestrian ways will connect to a new street level entrance on Belvidere Street at the end of the Christian Science Plaza, and will provide an indoor link at the deck level between the main retail areas of the complex and the Lord & Taylor store. Pedestrian passageways will be designed to provide direct access through the site on a twenty-four hour basis. These passageways will be lined with active uses, such as retail stores, will have streetwalls generally 1 1/2 stories in height, and will be finished in a manner consistent with the high quality of materials utilized in the Center's buildings. The roof of these passageways will be structured of light, steel trusses and glazed to the maximum extent possible as permitted by the State Building Code. The roof will rise from the top of the streetwall to heights of 45 feet and greater. A series of generous indoor public spaces will be provided at the entrances to the complex and at nodes on the passageway system, to become the focus for programmed and spontaneous activity at Prudential Center. Each space will have a distinct character and activities. A direct indoor connection will be provided to the Prudential Green Line subway station.

Sidewalks on both Boylston Street and Huntington Avenue will be reconstructed generally following the streetscape guidelines for the two streets. Outdoor sidewalks will also be reconstructed on Belvidere, East Ring Road and Exeter Street, and all open spaces on the site will be renovated to improve the urban environment.

Permitted Uses

The list of permitted uses on the site is included in Exhibit C, attached hereto.

IV. PHASING PLAN

The redevelopment of the site will proceed generally from the south side of the site to the north side, as a continuous construction process. However, the project will be broken into a series of discrete construction phases in order to minimize the disruption to existing activities on the site. Throughout the process the center will need to continue to function, albeit with some temporary dislocation of activities. Key pedestrian flows will be maintained; in particular the north-south route from Boylston Street to Huntington Avenue and the east-west route from Copley Place to the east entrance of the Sheraton Boston Hotel. The two garages will continue to function, although some current

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parkers will need to be relocated if their current areas are in the path of construction, and permanent or temporary loading docks will be maintained to all functioning areas. The phasing plan is designed to ensure that important services, such as the supermarket currently located on Boylston Street, are maintained until replacement facilities are in place.

Completion of the project within the planned timetable noted above will depend upon continued market demand for the uses included, the availability of construction labor and materials, and stability in the larger economy. Portions of a single phase may be constructed in sub-phases in accordance with these considerations. So long as construction on any phase or sub-phase commences within two years of the dates set forth in Table 1, the issuance of the first permit for the project shall be deemed to be the issuance of a permit for the entire project for the purpose of applying Section 5 of Chapter 665 of the Acts of 1956, as amended. Delays arising from litigation challenging project permits or approvals or similar proceedings brought against or affecting the project or the Developer shall extend the schedule for a period equal to the delay.

The phasing plan, shown on drawing DP-23, is summarized on Table 1.

V. PEDESTRIAN CIRCULATION PLAN

Pedestrian ways serve as the main structure of the site, providing access between adjacent districts of the city and connecting the main destinations on and off the site. The primary indoor pedestrian routes are designed to be accessible and secure 24 hours a day, with secondary routes open during retail business hours. Areas requiring security during evening hours, such as the lobbies of office and residential structures, have been separated from public pedestrian ways. Drawing DP-11 indicates the indoor and outdoor pedestrian passageways and indicates the hours they will be maintained open to the public.

The major north-south and east-west public pedestrian ways will be a minimum of 27 feet in width and will be two stories in height to give them the scale of urban arcades. Wherever they do not pass under the structures, the roof will be glazed to the maximum extent possible, as permitted by codes. At intersections, the pedestrian areas will be expanded to become major indoor plazas. Public seating will be provided in these indoor plazas. From the Center Court to the Huntington Avenue/Belvidere Street corner, the pedestrian way will have an expanded width of approximately 60 feet, to become a linear landscaped indoor park.

Outdoor pedestrian ways will also be improved and reconfigured.

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The phasing plan, shown in DP 23, is summarized on Table 1 as follows:

PHASE	MAJOR BUILDINGS	APPROX. GSF	APPROX. START	APPROX. FINISH	IMPROVEMENTS	OPEN SPACES AND PEDESTRIAN WAYS		STREETSCAPE	OTHER
1a	Huntington Offices/ South Retail	614	1990	1993	Eliminate South Ring Road New Huntington Entrances to Garage, Widen Huntington Ave.	North-South Passageway from Northern edge of tower		Huntington Ave., East Ring Road to Belvidere Street	Childcare #1
1b	Retail - to Pru Tower to Copley Place Entrance	152	1990	1992		Central Court; East-West passage to Copley Place Entrance; Southward Copley Entrance; West side East Ring Road Huntington to Saks			
2	Neighborhood Shopping Area	53	1990	1992	New Exeter Street Loading Area	Gloucester Courtyard Rooftop Open space arcade East Ring Road		Huntington Avenue Exeter to East Ring Road (East side) of East Ring Road	Childcare #2
3	Belvidere Housing West Retail	179	1992	1994	Widen Belvidere Street	South Courtyard		Belvidere Street	Convention and Visitor Bureau
4a	Boylston Offices/ North Retail	257	1992	1995	Eliminate North Ring Road	Boylston Entry Plaza		Boylston-across face of phase	
4b	West Boylston Housing and Retail	157	1992	1995		North - South passageway from Central Court Northward			Chapel
5	East Boylston Housing and Retail	214	1995	1997	New Boylston Garage Entry	East West Passageway to Ford & Taylor; Residential Courtyard East Unit		Balance of Boylston Street	

East Ring Road will be reconstructed as a major pedestrian street with walkways on each side during Phase 2. Along the face of the neighborhood shopping area, a covered arcade will provide protection for pedestrians. The South Plaza will be kept open for public use with access available to the extent that is reasonable during the construction of Phases 1 and 3.

VI. VEHICULAR CIRCULATION PLAN

The principal access to and from the site shall be from Boylston Street, East Ring Road, Exeter Street, Huntington Avenue, Belvidere Street and Dalton Street as indicated on drawing DP-12 in Exhibit B. In order to facilitate the flow of traffic in the area of the site, a number of changes will be made to the bordering streets, including the following:

- o South Ring Road will be eliminated and Huntington Avenue will be widened by one lane from the mouth of the Massachusetts Turnpike exit westward to Belvidere Street to accommodate the increased traffic. (Phase 1)
- o Huntington Avenue will be narrowed by approximately 6 feet between East Ring Road and Exeter Street to provide for landscaping along the street, while maintaining three moving lanes and left and right turn lanes. (Phase 2)
- o Belvidere Street will be widened by one lane in the northbound direction from the Huntington Avenue intersection to Dalton Street. (Phase 3)
- o Traffic signals will be modified at the Huntington Avenue intersections with West Newton Street, Belvidere Street and East Ring Road. (Phases 1, 2 and 3)
- o Traffic exiting the Prudential Garage onto Belvidere during evening peak hours will be restricted to making right turns to lessen the flow of automobiles onto Huntington Avenue and West Newton Street. (Phase 3)
- o North Ring Road will be eliminated and new entrances will be created to the garage from Boylston Street. (Phase 4)
- o Curb lane parking on the south side of Boylston Street will be removed to improve flows of traffic at East Ring Road and at the new garage entrance. (Phase 4)

Each of these improvements will be constructed at the time that development occurs on adjacent sites, as noted. With these changes, streets surrounding the site are expected to be able to handle the increased flows projected as a result of background growth of traffic and new development at Prudential Center.

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Access Locations

New development on the north and south sides of the site will require reconfiguration of the pattern of entrances and exits to the garages and service areas on the site. Service areas will also be expanded commensurate with the new development. Exits and entrances will be provided in the following locations:

- o Boylston Street service entrance/exit -- located between Gloucester and Fairfield Streets, this current access point will be maintained.
- o Boylston Street garage entrance/exit -- a new entrance will be created to serve the mezzanine and basement levels of the parking garage, located to the east of Fairfield Street. (Phase 5)
- o East Ring Road apartment access roads -- current access driveways will be maintained to the Fairfield/Boylston apartments and the Gloucester apartments and their associated parking at the mezzanine level.
- o Boylston apartment loading area -- this facility will be maintained in its current location on East Ring Road.
- o Exeter/Lord & Taylor loading area -- this facility will be maintained in its current location.
- o Exeter Street garage entrance/exit - this access point to the street and basement levels of the parking garage will be maintained.
- o Exeter Street apartment and shopping area loading area -- a new loading area will be created on Exeter Street between Blagden Street and Huntington Avenue. (Phase 2)
- o Huntington Avenue/East Ring Road garage entrance/exit -- this current exit will be reconfigured and expanded to become the major access to the mezzanine level of the garage from Huntington Avenue. The entrance will be widened and connected directly to Huntington Avenue, necessitating further decking over the Massachusetts Turnpike exit ramp. (Phase 1)
- o Huntington Avenue garage entrance and service entrance/exit -- this current access location will be reconfigured to separate autos and trucks entering the South Garage from the Massachusetts Turnpike ramp from trucks entering or exiting from Huntington Avenue. Exiting traffic from this location will be limited to

service trucks. (Phase 1)

- o Belvidere Street garage exit and service entrance/exit -- this access point will continue to function as it does today. However, vehicles will be restricted to making right turns when exiting the garage during evening peak hours. (Phase 3)
- o The Sheraton Boston dropoff -- this access point will remain in use as it is currently.
- o Dalton Street garage entrance/exit -- this access point will continue to function as it does today.

VII. PARKING AND LOADING FACILITIES

A Transportation Access Plan will be implemented in part to reduce parking demands and to ensure that loading facilities are used efficiently. Drawings DP-13, DP-4, DP-5, and DP-6 attached hereto, indicate the plans for each of the parking levels; the drawings also indicate the location and size of loading areas.

Parking Plan

The North and South Garages, each three levels, currently accommodate a total of 3,028 automobiles, all in self-park configurations. Five areas are currently cordoned off for reserve use; the apartments parking area on the basement level, apartments parking areas at the mezzanine level adjacent to the three apartment structures; the Sheraton Boston area on the basement level; and the reserved parking area on the street level. Two additional areas -- adjacent to the garage entrances to Lord & Taylor and Saks Fifth Avenue -- are currently withheld from use until after 9:30 a.m. to ensure that spaces are available for shoppers. The balance of the parking spaces are available for hourly and monthly parkers.

The two garages will remain approximately the same physical size after redevelopment as at present. Through management changes the capacity of the two garages will be increased to a total of 3,828 spaces, largely the result of converting self-park areas into attended stacked, tandem and valet parking areas. The capacity of the garages will be as follows:

	<u>Current Capacity</u>	<u>Future Capacity</u>
<u>NORTH GARAGE</u>		
Reserved	502	928
Public & Tenant Parking*		
Self Park	751	421
Attendant & Valet**	<u>0</u>	<u>250</u>
TOTAL	1,253	1,599
<u>SOUTH GARAGE</u>		
Reserved	206	389
Public & Tenant Parking*		
Self Park	1,569	680
Attendant & Valet**	0	1,160
TOTAL	<u>1,775</u>	<u>2,229</u>
TOTAL BOTH GARAGES	<u>3,028</u>	<u>3,828</u>

* Includes all parking in undesignated spaces available to tenants of space at Prudential Center and to the general public on an hourly basis.

** With attendant parking, vehicles may be parked two or three deep by their occupants or an attendant and moved, if necessary, by staff to allow drivers of blocked cars to leave. With valet parking, staff take cars from their owners from a drop off point, park them and return them on call.

The increase in capacity of the garages will coincide with the occupancy of individual phases of the project. At the completion of each phase, the garage capacity will be, as follows:

<u>Phase</u>	<u>Garage Capacity</u>
1	3,535
2	3,560
3	3,660
4	3,735
5	3,828

Flexibility will be needed in the management of parking areas to allow parking spaces to be taken out of public use during the construction period for use as staging areas or for construction vehicles. Thus, management changes will generally be made at the beginning of each phase, although full capacity for public use will only be achieved upon completion of the phase noted.

Loading Areas

Existing loading areas will be expanded to serve the additional lease space to be constructed on the site and one new service area will be created on Exeter Street as follows:

	<u>Existing</u>	<u>Bays</u>	<u>Future</u>	<u>Bays</u>
	<u>Load-</u>	<u>Dump-</u>	<u>Load-</u>	<u>Dump-</u>
	<u>ing</u>	<u>sters</u>	<u>ing</u>	<u>sters</u>
Boylston	5	2	10	5
Exeter/Lord & Taylor	2	1	2	1
Exeter/Local Shopping	-	-	3	1
Boylston Apts./				
East Ring Road	1	0	1	0
Huntington	6	2	8	5
Belvidere	<u>11</u>	<u>2</u>	<u>13</u>	<u>4</u>
TOTAL	25	7	37	16

The new loading area on Exeter Street to be constructed during Phase 2 will be carefully designed to minimize traffic disruption on the street and noise transmission to the Gloucester apartments and adjacent properties. The loading area will be fitted with a turntable to allow vehicles to enter and leave the loading area without backing up. An electronically controlled automatic operating roll-down door will minimize sound transmission from the dock as well as screen operations from views at the pedestrian level. The dock will have a roof so that it is fully enclosed.

VIII. ACCESS TO PUBLIC TRANSPORTATION

Prudential Center is accessible via three subway lines: the Green Lines (B, C and D trains) from Auditorium Station or Copley Station; the Green Line E train from Prudential Station; and the Orange Line from Back Bay Station. In addition, commuter rail service is available at Back Bay Station. While traditionally the Auditorium Station has received the largest transit volumes from Prudential Center, it has recently been overtaken by those travelling on the Orange Line via Back Bay Station.

Two improvements are planned to encourage further use of transit facilities and relieve some of the overcrowding at the Auditorium Station. The entrance to Prudential Station on the north side of Huntington Avenue will be reconstructed during Phase 1 of this project to provide an indoor route from Prudential Center to the station and new external entry points. This should have the effect of encouraging additional transit riders, particularly those travelling to and from eastbound destinations, to use this station instead of Auditorium Station. As well, the creation of an enclosed indoor route from Prudential Center to the Back Bay, via Copley Place, also constructed in Phase 1, is expected to encourage even greater ridership on the Orange Line and commuter rail services.

IX. IMPROVEMENTS TO OPEN SPACES AND STREETScape

After redevelopment, five major public outdoor open spaces totalling 3.7 acres will be located on the site, each landscaped to accommodate activities by users and residents of the site and the adjacent neighborhoods. These will include:

- o Gloucester Courtyard (.65 acres) -- this courtyard will be re-landscaped to become a passive seating area surrounded by seasonal planting, as an appropriate forecourt to the Gloucester apartments and child care center. (Phase 2)
- o South Courtyard (1.0 acres) -- the major deck level open space, connected to the indoor center court and main north-south pedestrian route across the site. It will have a green lawn at its center, with terraces of seating and trees around its edge. It will be designed for outdoor performances in good weather. New structures adjacent to this space have been carefully sited to ensure that the area receives sunlight during the critical noon hour period. (Phase 3)
- o Boylston Plaza (.45 acres) -- a street level plaza, designed as an extension of the activity of the street at the important entrances to the Hynes Convention Center and the Prudential Center. It will be a hard surfaced space with landscaped planters and seating and a location for seasonal displays such as the annual Christmas tree. (Phase 4)
- o Residential Courtyard (1.0 acres) -- this courtyard will be re-landscaped to become a green respite and passive open space, with a lawn at the center and seating areas at the perimeter. The area will be designed to be able to be closed to the public during evening hours, when it may be entered through the apartment lobbies. (Phase 5)
- o East-West Mews (.75 acres) -- this walkway, a link in the

east-west walkway to Blagden Street, will be improved with new landscaping and lighting. A children's play space will be located along the news immediately west of the Boylston Apartments. (Phase 5)

In addition to these public spaces, two private outdoor spaces will be created on rooftops in the area of the Gloucester apartments. East of the apartments, on the roof over the service area, a play space will be created to serve the child care center. South of the apartments, on a portion on the roof of the neighborhood commercial area, an outdoor terrace will be created to serve residents of the Gloucester building to compensate for the loss of the ground level open area currently present. This space will be accessible via the elevator lobby on level 2 of the Gloucester apartments. The balance of the roof will be landscaped to improve its appearance.

The plan will result in improvements to all sidewalks surrounding the site to improve the pedestrian environment, as indicated on drawing DP-14 in Exhibit B. Along Boylston Street, new sidewalks will be constructed generally in accordance with the Boylston Streetscape Guidelines during Phases 4 and 5, when buildings along the street are completed. Curbs and predominant paving materials will be of granite, with brick accents at entrances to key buildings on the site. Trees will be planted at 30 foot spacing along the street, and acorn light fixtures will continue the pattern of lighting begun elsewhere on the street.

New streetscape will also be installed along Huntington Avenue during Phases 1 through 3. The predominant sidewalk material will be brick, with granite curbs and carriage strips, and granite accents at major building entrances. Trees will be installed generally on 30 foot centers, where possible structurally. Lighting will correspond to the standard fixtures established by the BRA for Huntington Avenue.

Benches, trash receptacles and seasonal flower plantings will be included in the streetscape plan. The proposed sidewalk materials will extend along the designated streets and to the extent practical for safety and maintainability, will not be interrupted in front of garage and loading dock entrances. Other sidewalks surrounding and crossing the site will be improved in the same phase as the construction of structures adjacent to them, using a palette of materials similar to Boylston Street and Huntington Avenue.

Plans of the open spaces and streetscapes on the site may be found on drawings DP-14 and DP-15.

X. FORM, DIMENSIONS AND APPEARANCE OF BUILDINGS

The project will consist of adding a series of five new structures, ranging in height from 11 to 36 stories around the perimeter of the site. These new structures will have two floors of retail uses at their base, at street and deck level. The plan has the dual advantage of renewing the pedestrian levels of Prudential Center, currently in need of upgrading, while adding street-oriented buildings along the bordering streets to create a better connection with the neighborhoods surrounding the site.

The dimensions of the five proposed buildings are as follows:

	<u>Building Height</u>	<u>Approx. Tower Area*</u>	<u>Typ. Floor**</u>
	<u>(ft)</u>	<u>(000 sq.ft.)</u>	<u>(000 sq.ft)</u>
Huntington Office	465	814	22.5
Belvidere Housing	130	124	19
Boylston Offices	155	178	21
West Boylston Housing	120	114	11
East Boylston Housing	120	184	21

* Excludes retail and public spaces at street and deck level.

** Above a height of 125 feet; floor areas are larger below this height.

Of the five structures, only one exceeds 155 feet. With the Prudential Tower (705 ft.) and the John Hancock Building (771 ft.) representing the tallest tier of structures in the Back Bay, the Huntington office building is sized to be within the range of other second tier structures nearby: the Christian Science Administration Building, the Sheraton Boston towers, 101 Huntington, the Westin Hotel and the Marriot Hotel, all between 300 and 450 feet. It was considered desirable to differentiate the height of the Huntington office building from that of 101 Huntington in order to avoid direct comparisons of the two structures. Each of the proposed structures is designed to respond to its immediate context so as to make a contribution to the task of knitting the site into its surroundings. Drawings DP-16 through DP-22 show the elevations of the proposed structures along Huntington Avenue, Belvidere Street, East Ring Road and Boylston Street, respectively.

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The tower of the Huntington office building will be set back from the property line over 80 feet so as to minimize the sense of its height for pedestrians along Huntington Avenue. The tower itself will be stepped to reduce its apparent bulk and will have an ornamented top. A street wall of less than 115 feet in height will provide a north edge to Huntington Avenue of a similar scale to structures on the south side. Retail uses will be located at street and deck level for as much of the frontage as possible, to encourage pedestrian flow along Huntington Avenue. A glazed rotunda near the intersection of Huntington Avenue and Belvidere Street will provide a monumental entrance to the Prudential Center site, with direct access to the Prudential Green Line subway station from both indoors and outside. The lower levels of the Huntington office building will be constructed of masonry and glass, with solid materials predominating. On the upper levels, glass will predominate to minimize the sense of bulk.

The Belvidere housing building will consist of two curves to relate to its context. The lower portion will have a concave shape (to the exterior), thus completing the Christian Science Plaza with a structure approximately the same height as the Colonnade Building (65 feet) which borders the north side of the Plaza. Above that height, the structure will be convex, completing the sweep around the Huntington/Belvidere corner, to meet the lower portions of the Huntington office building. With a major rotunda at the corner, a smaller one will provide a secondary entrance to the complex at the end of the Christian Science Colonnade. The Belvidere housing building will be predominately masonry to match the lower portions of the Huntington office building.

At Huntington and East Wing Road a new glazed rotunda will provide both a street level entrance and deck level landing for the bridge to Copley Place. The neighborhood shopping area will have frontage and active uses on both East Ring Road and Huntington Avenue. The Huntington facade is divided into several distinct masses to break the horizontality of the one-story structure. Along East Ring Road, a pedestrian arcade will provide weather protection while unifying the facade.

Structures along Boylston Street will take somewhat different forms from those on Huntington Avenue, in keeping with their context. The Boylston office building will be somewhat smaller in scale to the Ingalls Building on the north side of Boylston Street. Like its counterpart, it is planned to be constructed of brick with masonry trim, with punched openings in keeping with the predominant pattern along the street. These structures are shown on Drawing DP-25 in Exhibit B.

As with the two south side entrances, the major entrance on

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Boylston Street will consist of a multi-story, glazed structure, extended to the Boylston streetwall, inviting pedestrians into the complex.

The two housing structures will be limited to 120 feet in height, so as to minimize the disruption of existing views from the Boylston and Fairfield apartments, and to correspond to the scale of taller structures along Boylston Street. They will be constructed of brick with masonry trim, and their horizontal dimensions will be subdivided into 30-foot modules, as recommended by the Boylston Street Guidelines. Internal setbacks on the facades will break down the scale of the structures. The structures will be separated by approximately 55 feet corresponding to the north side of the Fairfield apartments, to allow residents continued views to Boylston Street and beyond.

Within the site itself, new retail areas on the deck will be a single story in height because of structural constraints. However, in order to lend a more street-like character to the pedestrian passageway, a clerestory will be created above the retail areas, admitting light and raising the glazed roof to a height of approximately 27 feet above the pedestrian plane. Retail shops will have fronts similar to outdoor fronts on Newbury Street and other Boston shopping streets. The roof system and its supports will lend a sense of continuity between the pedestrian ways crossing the site. At main intersections and at the south entrance to the Hynes Convention Center, large indoor pedestrian courts will provide space for casual meetings and programmed activities.

XI. DEVELOPMENT REVIEW PROCEDURES

Development Review

The design of the project is subject to review under Article 31 by the Boston Redevelopment Authority (the "Authority"), in accordance with its Development Review Procedures, dated 1985 as revised in 1986. Because it is a phased project on which design development will proceed sequentially, it is anticipated that development review will occur at different times for each phase. Concurrent with consideration of the PDA, the schematic design has been submitted for Phase 1, 2 and 3 of the project, seeking schematic review approval under Development Review Procedures adopted by the Authority.

Schematic designs for successive stages will occur within the design framework established by the drawings included as Exhibit B. As is in the case with any project of this scope, and as a result of the various reviews of the Project to be undertaken in connection with the securing of all permits and approvals required, changes to the Project may need to be made.

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Any such changes which affect site improvements, exterior facades, roofscape and interior and exterior public spaces will be subject to the approval of the director of the Authority pursuant to the Development Review Procedures, without further Board action unless the director determines the changes are not consistent with the Development Plan.

The Memorandum of Understanding between the Authority and PruPAC dated October 31, 1988, as amended, provides that the PruPAC will continue to advise the Authority in connection with planning of the Project and will review implementation of these plans until construction of the Project is completed.

The Project will also be subject to review by the Boston Civic Design Commission, under Article 28 of the Boston Zoning Code.

Zoning

The site is located partially within Subdistrict K of the Downtown Interim Planning Overlay District established under Article 27D of the Zoning Code and is located partially within the B-8-120c Zoning District. The zoning district underlying Subdistrict K is the B-8 Zoning District. New zoning regulations for the portion of the site located in Subdistrict K were considered by the Authority in the form of a new Article 41 of the Boston Zoning Code at a public hearing held on December 14, 1989. Notice of this public hearing was published in the Boston Herald on December 1, 1989.

If the project is constructed in accordance with this Development Plan, and if Article 41 is adopted by the Zoning Commission, no exceptions from the Zoning Code will be required under Article 6A. The FAR of the completed project will be 5.62 which is below the maximum of FAR 6 permitted under Article 41, and which is below FAR 8.0 permitted under the B-8-120c Zoning District. All building heights and dimensions in the Development Plan comply with the provisions of Article 41 and the B-8-120c district.

Possible Future Severance

The site may need to be further severed into several parcels in the future to permit registration of condominiums or to permit entering into financial arrangements on individual components, or for other reasons. For the purpose of zoning, any such severance shall be deemed consistent with the development plan. In the case of any such severance, individual parcel lot lines which may be created shall be disregarded for the purpose of the zoning.

XII. DEVELOPMENT IMPACT PROJECT CONTRIBUTIONS

DIP Contribution

As required under Section 26A-3 of the Boston Zoning Code, the Developer will enter into a Development Impact Project Agreement with the BRA (the "DIP Agreement") and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at the Developer's option, by: (i) the grant and payment by the Developer of a sum of money payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in said Section 26A-3 as the "Housing Contribution Grant"), (ii) the creation by the Developer of low and moderate income housing units at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP agreement (referred to in said Section 26A-3 as the "Housing Creation Option"), or (iii) a combination of items (i) and (ii) above. Subject to approval of the Neighborhood Housing Trust and the BRA, the Developer anticipates making the DIP Contribution utilizing the Housing Creation Option.

Should the Developer's obligation with regard to the DIP Contribution for all of the buildings included in this plan be satisfied solely in the form of a Housing Contribution Grant, total payments from the developer would equal approximately \$7,275,000 calculated as indicated in Exhibit D.

Based on current average assistance levels, the Housing Contribution Grant would allow approximately 385 affordable housing units to be created or assisted.

Jobs Contribution

As required under Section 26B-3 of the Boston Zoning Code, the Developer will also be responsible for making a Jobs Contribution Grant with regard to the project. The Jobs Contribution Grant shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement. It is anticipated that the total Jobs Contribution Grant for all of the buildings will equal approximately \$1,455,000, calculated as shown on Exhibit D.

Affordable Housing Contributions

Under Section 41-14(1) of proposed Article 41 of the Boston Zoning Code, permanent zoning for the Huntington Avenue/Prudential Center District, the Developer is required either (i) to ensure that at least ten percent of the dwelling units proposed in the Development Plan are Affordable, or (ii)

make grants for the construction, preservation, or rehabilitation of housing units off-site equivalent to twenty percent of the number of market rate housing units constructed on the site. The housing units proposed for the site will be sold at market rates and none of the units are expected to meet the definition of "Affordable" included in Appendix C of proposed Article 41.

The Developer therefore will provide an affordable housing grant of approximately \$1,116,000 to be paid as stipulated in the Cooperation Agreement. The Applicant has proposed that certain of these funds be used for the creation, rehabilitation and/or preservation of housing by Boston Aging Concerns (BAC-YOU) and Morville House, as provided in the Cooperation Agreement.

Child Care Facilities

In accordance with proposed Article 41, the Developer must provide 12,000 sq.ft. of new child care facilities either (i) on-site or (ii) off-site in the vicinity of the project either in the zoning district, South End or Back Bay. The Developer proposes to provide the facilities for and oversee the operation of two child care centers on-site in space totalling 14,800 sq.ft.

Transportation Improvements

The Developer will make grants totaling \$1,000,000 to reimburse the Boston Transportation Department for the costs of planning studies, projects and actions taken to mitigate off-site impacts of the development. Subject to the applicable provisions of the Cooperation Agreement, the specific programs to be funded are indicated on Exhibit E.

Other Neighborhood and City Wide Initiatives

In recognition of the impacts which the development will have on adjacent neighborhoods and the City of Boston, the developer will make available voluntary contributions totaling \$1,384,000 for projects intended to maintain the vitality of the impacted neighborhoods and improve the quality of life in the city. Subject to the applicable provisions of the Cooperation Agreement, the specific projects proposed to be funded are indicated on Exhibit E. The schedule of payments is set forth in Exhibit E.

XIII. ADDITIONAL PUBLIC BENEFITS

Job Creation

A total of 2,200 construction worker years of labor will be created by the development amounting to approximately \$118.7

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million dollars in earnings. Because the project will be phased over a seven-year period, job opportunities will be relatively stable over a long period. When completed, the project will add 5,600 jobs to the Prudential Center site, which currently has approximately 10,000 employees within the complex.

An aggressive program for recruiting Boston residents, minorities and women for both construction and permanent jobs will ensure that benefits flow to those most in need of employment opportunities.

Fiscal Benefits

Over the next 10 years, taxes received by the City of Boston will increase by \$93 million, or an average of \$9.3 million per year, as a result of the project. Municipal service costs for Prudential Center are expected to increase by only \$0.8 million per year when the project is complete and occupied.

Traffic and Transportation Improvements

The developer, Boston Transportation Department and the BRA have agreed upon a comprehensive program of transportation improvements to be funded by the developer which will benefit more broadly the Back Bay area and surrounding neighborhoods.

The developer will take the lead in creating and assuring the funding for a Back Bay Transportation Management Association. A Prudential Center Transportation Coordinator has been appointed to initiate demand reduction programs and coordinate all transportation activities for the Prudential Center site.

Pedestrian crossings will be improved on Huntington Avenue, Boylston Street, East Ring Road and Belvidere Street. Construction of the project will result in improved access to the Prudential Green Line transit station. Overnight parking will be provided in the Prudential garages at reduced rates for residents of adjacent neighborhoods.

The program of transportation improvements and the timing of such improvements are set forth in Exhibit E. The transportation improvements applicable to each phase of the Project shall be completed prior to the issuance of the last certificate of occupancy for such phase. For the purposes of this paragraph, Phases 1 and 2 shall be considered as a single phase.

Groundwater Monitoring

The Developer will also prepare and implement a groundwater monitoring plan acceptable to the Authority and consistent with the applicable provisions of the FPIR/FEIR for the Project. This

plan will provide for the prompt release of monitoring data, upon request, to the members of the general public. The Cooperation Agreement will require that a proposed plan be submitted by the Developer to the Authority for approval.

Streetscape and Open Space Improvements

As described in Section IX the project will include new sidewalks, street trees and street furniture on the north side of Huntington Avenue, south side of Boylston Street, east side of Belvidere Street, and west side of Exeter Street. As well, the entire right-of-way along East Ring Road will be improved for pedestrians and drivers.

Infrastructure Improvements

Major improvements will be made, at the developer's cost, to the Boston Water and Sewer Commission distribution network in the area of the site, including a new 24" sanitary sewer line along Huntington Avenue which will permit the abandonment of the sewer syphon system that currently passes under the Prudential Center and Massachusetts Turnpike. Water lines will be looped in the area of the site. On site, the developer will take significant measures to conserve electrical energy and reduce steam consumption, and to encourage the recycling of solid wastes. A detailed description of infrastructure improvements is set forth in Exhibit F.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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EXHIBIT A TO DEVELOPMENT PLAN

Description of Project Site

A certain parcel of land situated in Boston, Suffolk County, Massachusetts, shown on a plan entitled "Prudential Center Plan of Land in Boston, Massachusetts Suffolk County", Dated August 23, 1989 by Gunther Engineering, Inc. and bounded and described according to said plan as follows:

NORTHERLY	by Boylston Street, 996.88 feet;
WESTERLY	by Lot 5 shown on Land Court Plan No. 23611-C, 125.34 feet;
NORTHERLY	again by Lot 5, 8 feet;
WESTERLY	again by Lot 5, 241.42 feet;
NORTHERLY	again by Lot 5, 28.58 feet;
WESTERLY	again by Lot 5, 120.58 feet;
NORTHERLY	again by Lot 5, 153.92 feet;
EASTERLY	again by Lot 5, 77.00 feet;
NORTHERLY	by John B. Hynes Veteran's Memorial Auditorium, 342.28 feet;
WESTERLY	by Dalton Street, 257.40 feet;
SOUTHERLY	by Belvidere Street, 567.77 feet;
SOUTHWESTERLY	again by Belvidere Street, 21.18 feet;
SOUTHWESTERLY	by a curved line having a radius of 135.96 feet, a distance of 49.58 feet by Belvidere Street;
SOUTHWESTERLY	again by Belvidere Street, 3.86 feet;
SOUTHERLY	by Belvidere Street at the intersection with Huntington Avenue, by a curved line having a radius of 108.14 feet, a distance of 122.41 feet;
SOUTHEASTERLY	by Huntington Avenue, a distance of 791.66 feet;

SOUTHEASTERLY	again by Huntington Avenue, by a curved line having a radius of 290 feet, a distance of 99.79 feet;
SOUTHEASTERLY	again by Huntington Avenue, 222.91 feet;
EASTERLY	by the intersection of Huntington Avenue and Exeter Street, by a curved line having a radius of 20 feet, a distance of 21.63 feet;
EASTERLY	by Exeter Street, 395.77 feet;
NORTHWESTERLY	by land now or formerly of Hotel Lenox of Boston, 100 feet;
EASTERLY	by land now or formerly of Hotel Lenox of Boston, 156 feet.

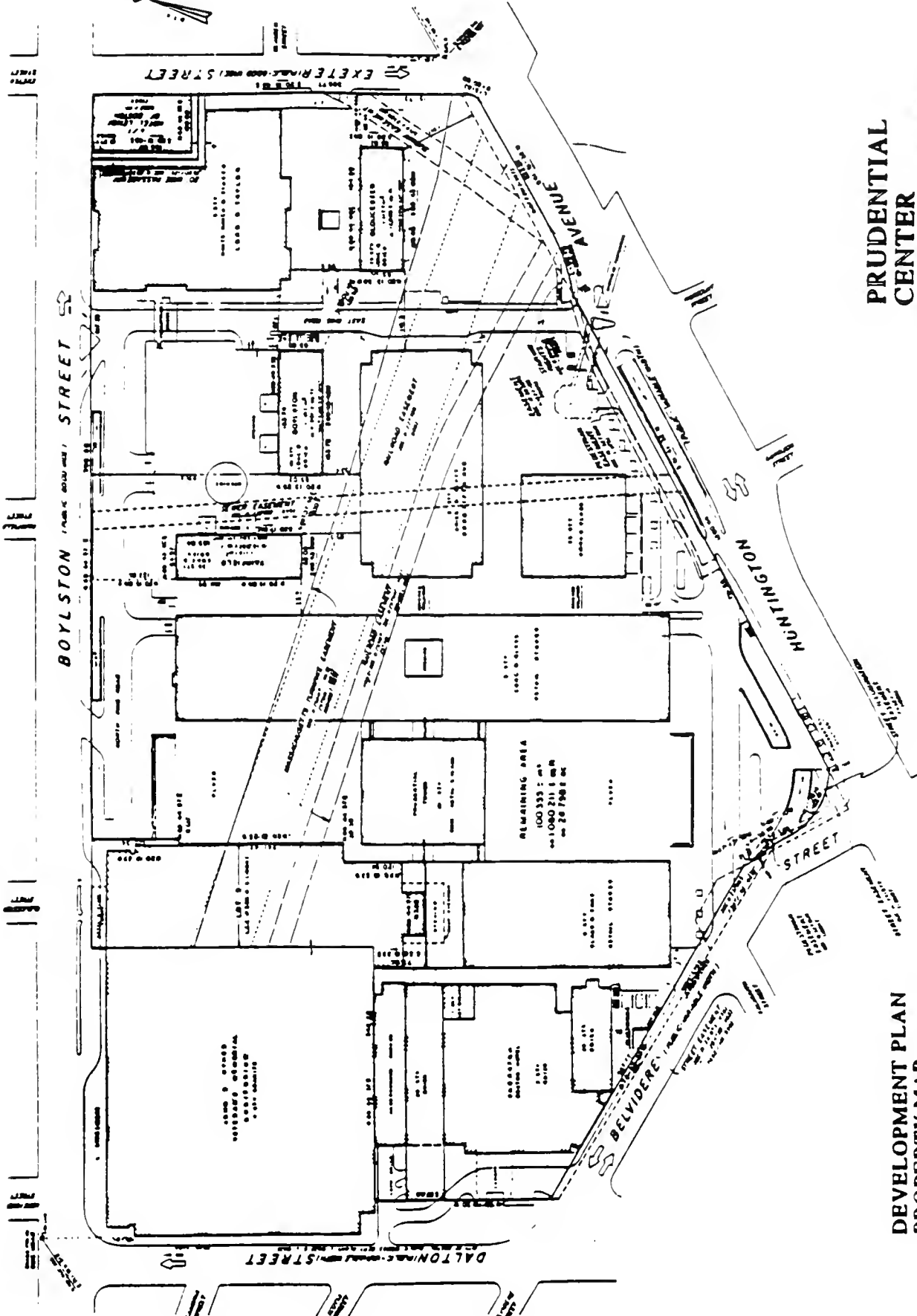
Containing, according to said plan, 1,080,211 square feet, more or less, or 24.798 acres, more or less.

Together with all rights, easements and appurtenances thereto.

EXHIBIT B TO THE DEVELOPMENT PLAN

LIST OF DRAWINGS

DP-1	Property Map - Prudential Center
DP-2	Existing Site - Prudential Center
DP-3	Site Plan - Proposed Development
DP-4	Basement Plan
DP-5	Street Level Plan
DP-6	Mezzanine Level Plan
DP-7	Deck Level Plan
DP-8	Typical Upper Floor Plan
DP-9	North-South Section Through Site
DP-10	East-West Section Through Site
DP-11	Pedestrian Circulation System
DP-12	Vehicular Circulation System
DP-13	Loading Area Plan
DP-14	Plan of Open Spaces and Streetscape
DP-15	Plan of Open Space on Roof of Neighborhood Shopping Area
DP-16	Elevations - Huntington Avenue
DP-17	Elevations - South Facade Huntington Building
DP-18	Elevations - Belvidere Building
DP-19	Section/Elevation - West (Facade Huntington Bldg.)
DP-20	Preliminary Wall Section/Elevation
DP-21	Elevation East Ring Road Area
DP-22	Elevation - Boylston
DP-23	Phasing Plan
DP-24	Model Photographs - Huntington Avenue & Christian Science Center
DP-25	Model Photographs - Boylston Street
DP-26	Model Photographs - Huntington/Belvidere
DP-27	South Plaza Perspective
DP-28	Perspective - Looking East on Huntington Avenue
DP-29	Perspective - Looking East on Boylston Street



**PRUDENTIAL
 CENTER
 REDEVELOPMENT**
 THE PRUDENTIAL PROPERTY COMPANY, INC.

**DEVELOPMENT PLAN
 PROPERTY MAP**

1/2" = 1' - 0"

1/4" = 1' - 0"

1/8" = 1' - 0"

1/16" = 1' - 0"

1/32" = 1' - 0"

1/64" = 1' - 0"

1/128" = 1' - 0"

1/256" = 1' - 0"

1/512" = 1' - 0"

1/1024" = 1' - 0"

1/2048" = 1' - 0"

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1/8192" = 1' - 0"

1/16384" = 1' - 0"

1/32768" = 1' - 0"

1/65536" = 1' - 0"

1/131072" = 1' - 0"

1/262144" = 1' - 0"

1/524288" = 1' - 0"

1/1048576" = 1' - 0"

1/2097152" = 1' - 0"

1/4194304" = 1' - 0"

1/8388608" = 1' - 0"

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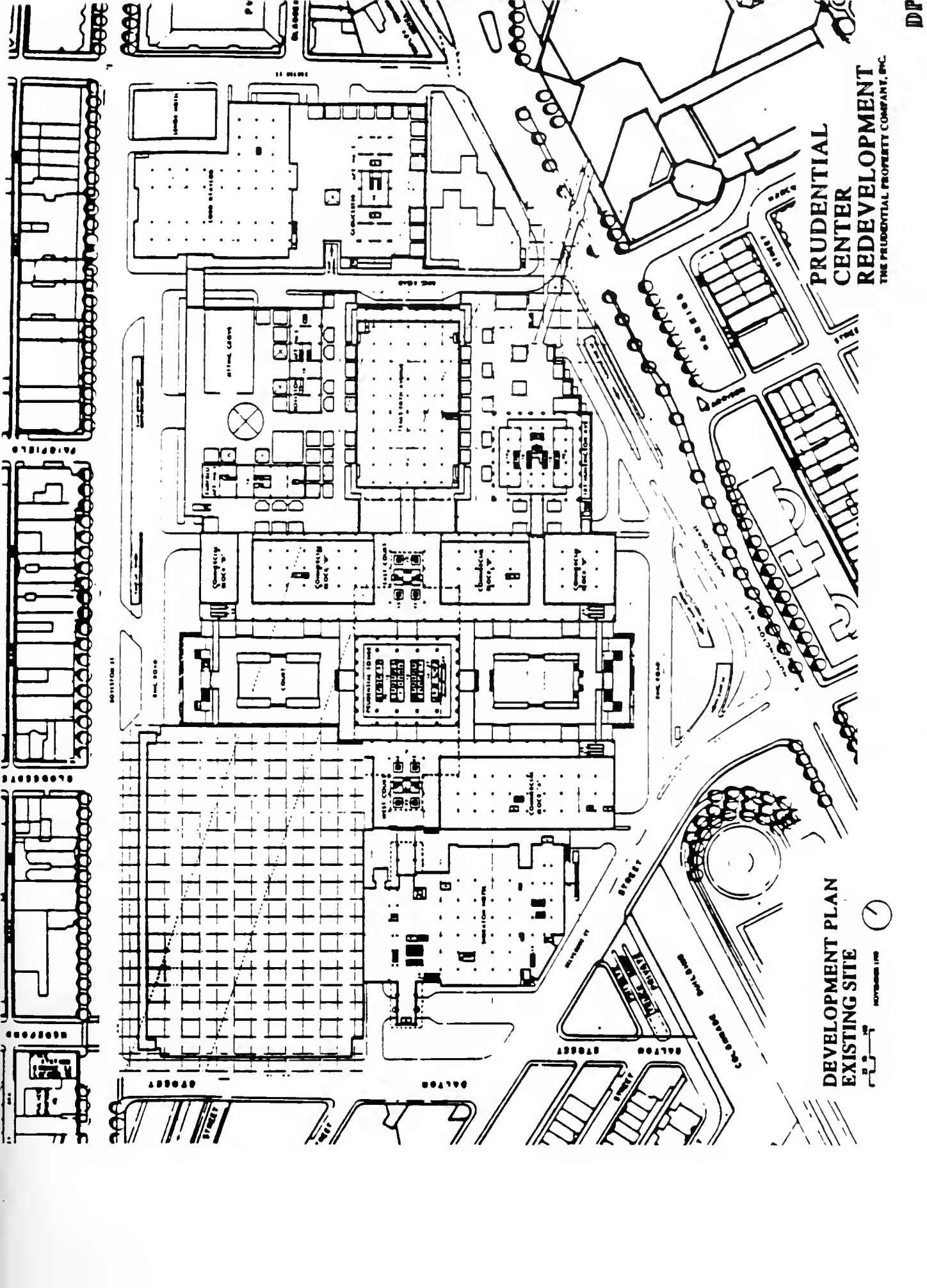
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THE PRUDENTIAL PROPERTY COMPANY, INC.

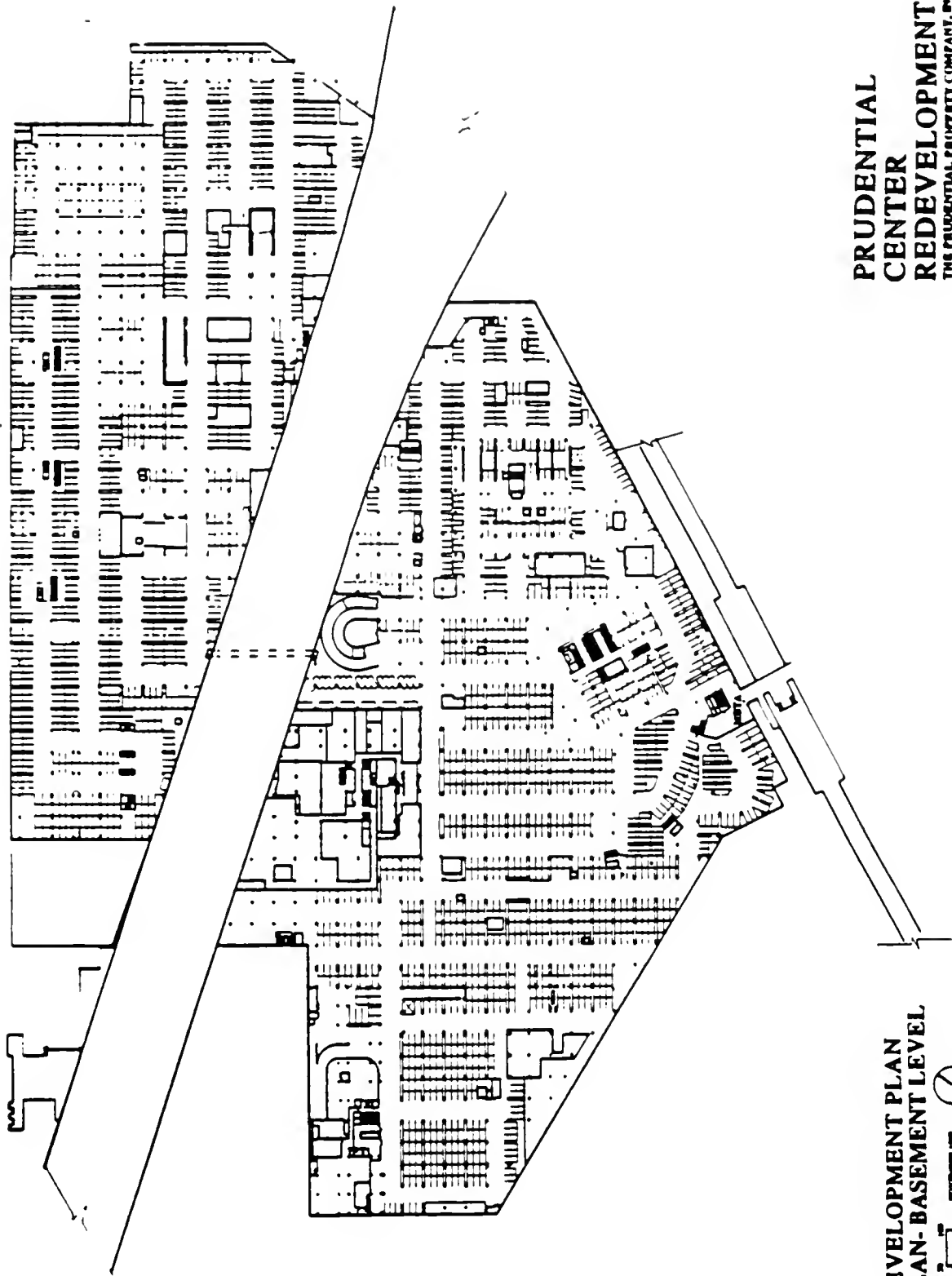
**DEVELOPMENT PLAN
EXISTING SITE**





**DEVELOPMENT PLAN
PLAN-ROOF LEVEL**





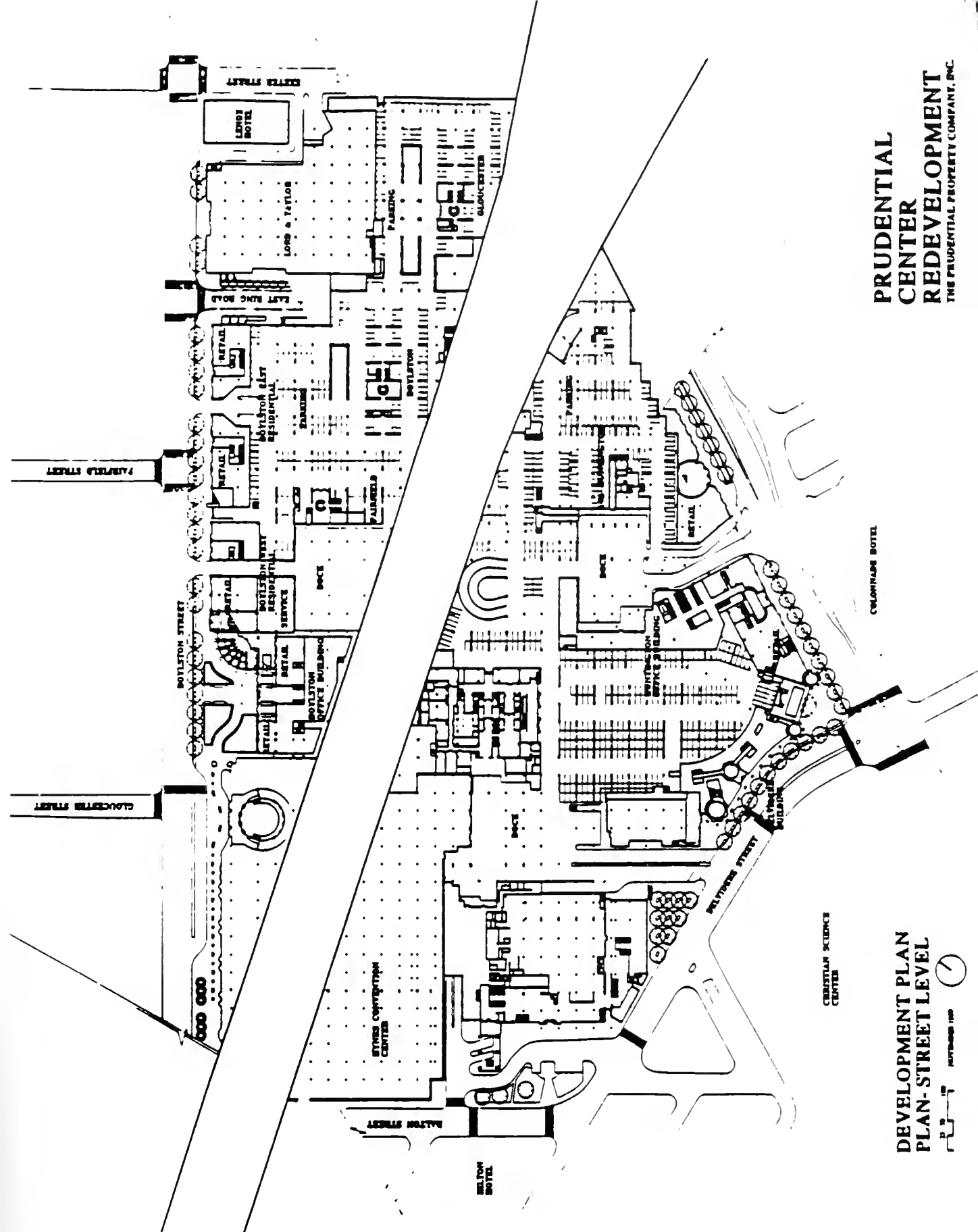
**PRUDENTIAL
CENTER
REDEVELOPMENT**
THE PRUDENTIAL PROPERTY COMPANY, INC.

**DEVELOPMENT PLAN
PLAN-BASEMENT LEVEL**



NOT TO SCALE

**PRUDENTIAL
CENTER
REDEVELOPMENT**
THE PRUDENTIAL PROPERTY COMPANY, INC.



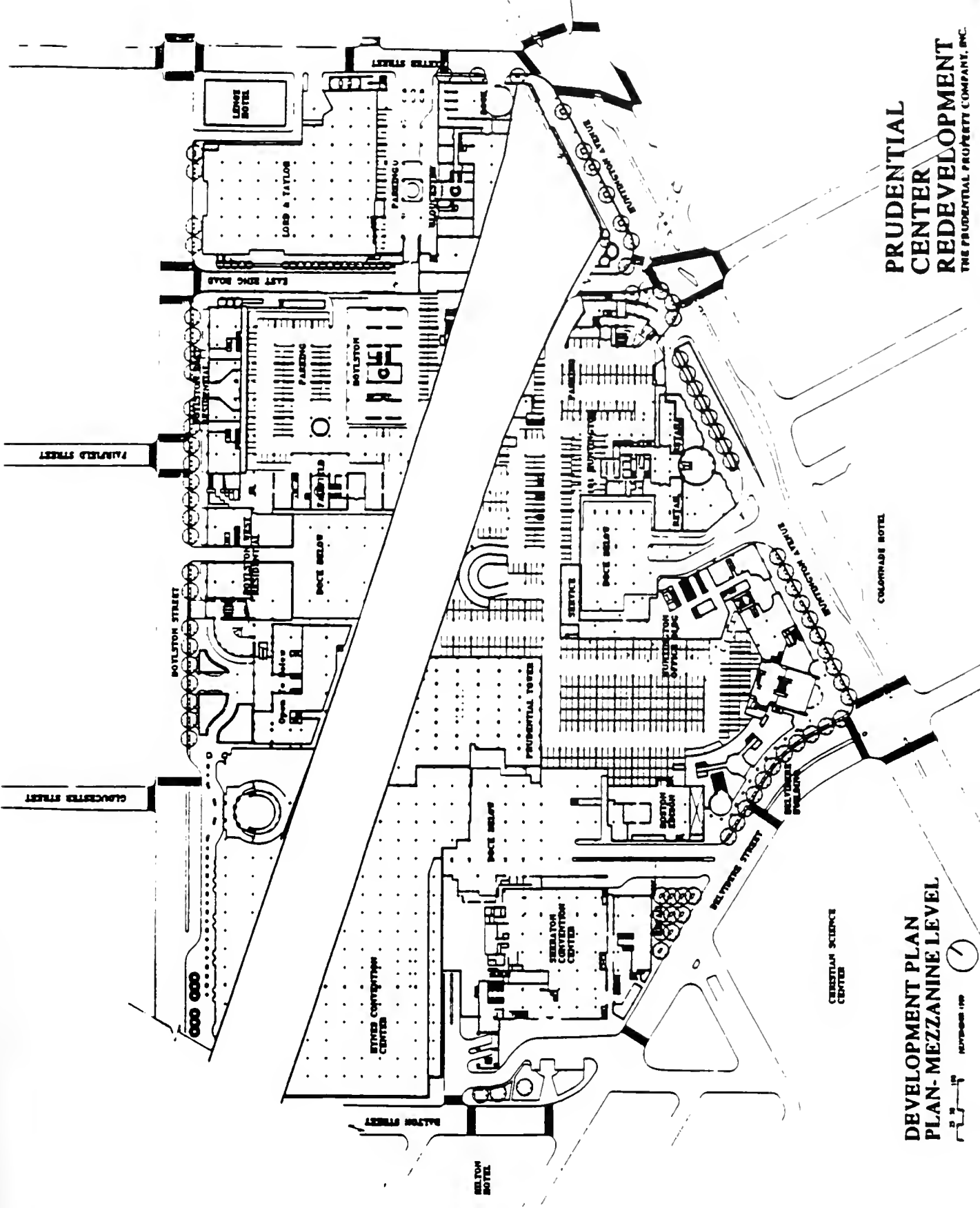
DEVELOPMENT PLAN PLAN-STREET LEVEL

1. Introduction



RETRACTED

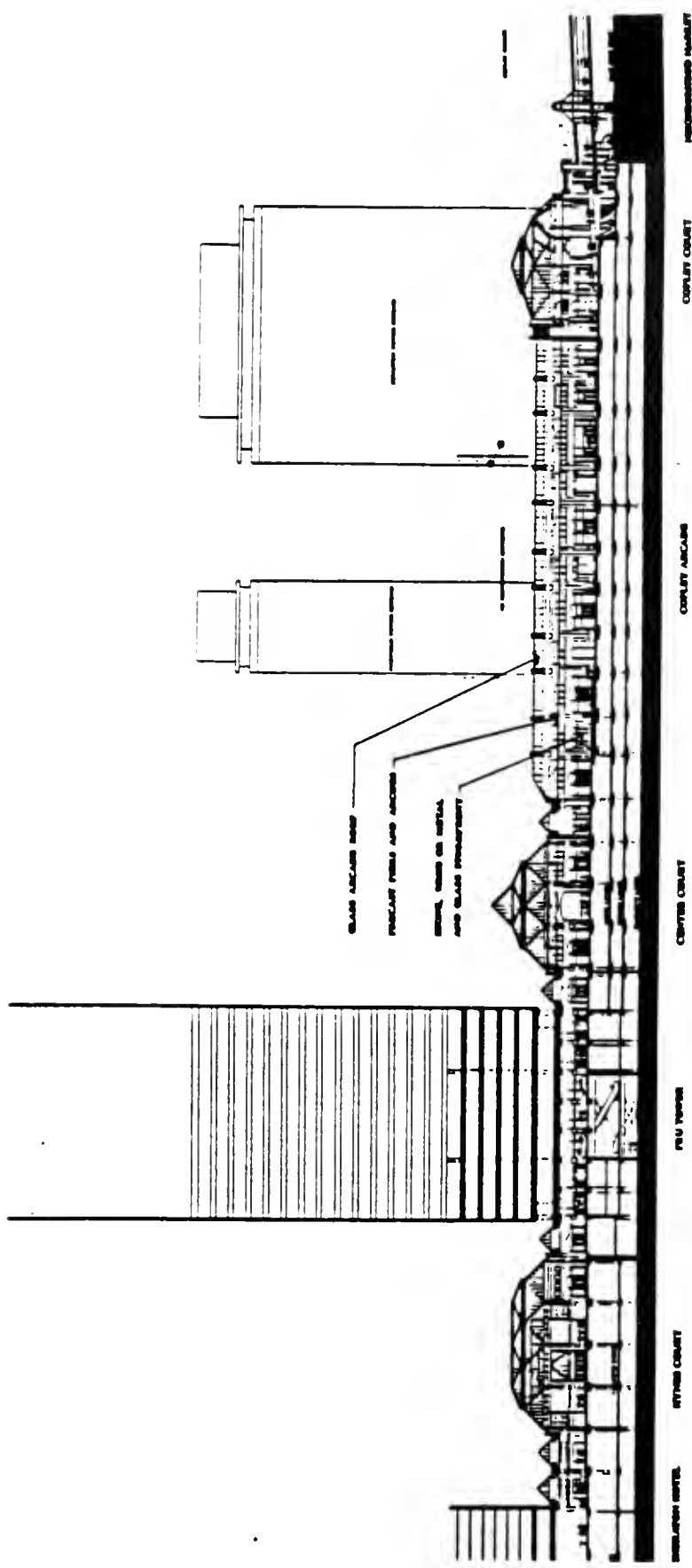
三



**DEVELOPMENT PLAN
PLAN-DECK LEVEL**

丁巳



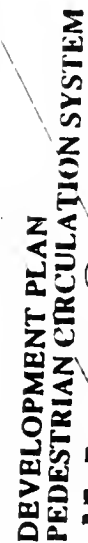


DEVELOPMENT PLAN
SECTION- EAST/WEST, SHERATON TO COPLEY BRIDGE

NOVEMBER 1982



PRUDENTIAL
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REDEVELOPMENT
THE PRUDENTIAL PROPERTY COMPANY, INC.



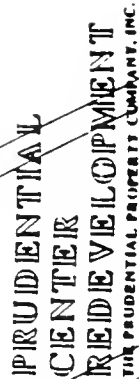
PEDESTRIAN CIRCULATION SYSTEM

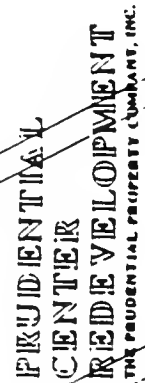
三

PRUDENTIAL
CENTIER
REDIEVIEW SUPPLEMENT
THE PRUDENTIAL PROPERTY COMPANY, INC.

OUTDOOR PEDESTRIAN WAYS

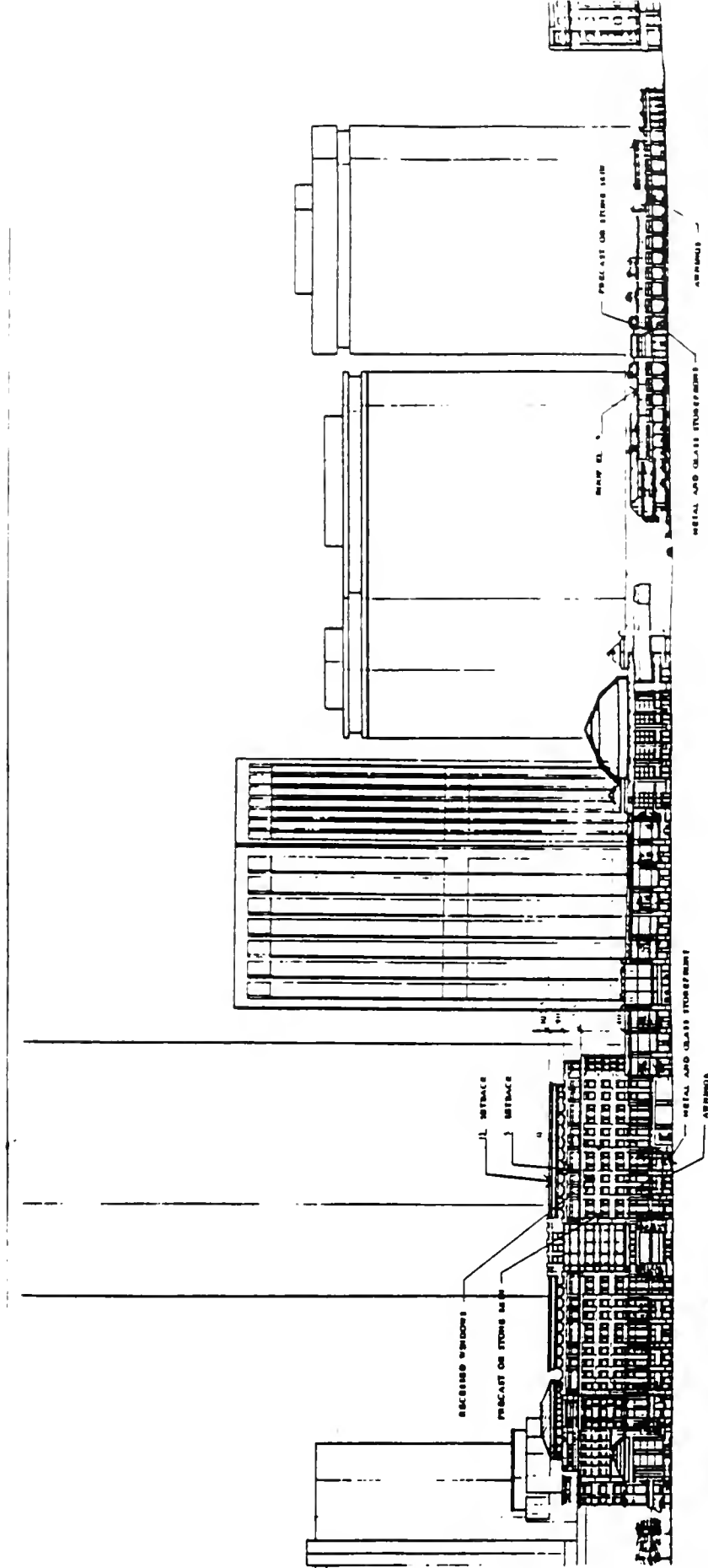
MAJOR EXITS





**DEVELOPMENT PLAN
OPEN SPACE ROOF, NEIGHBORHOOD SHOPPING AREA**



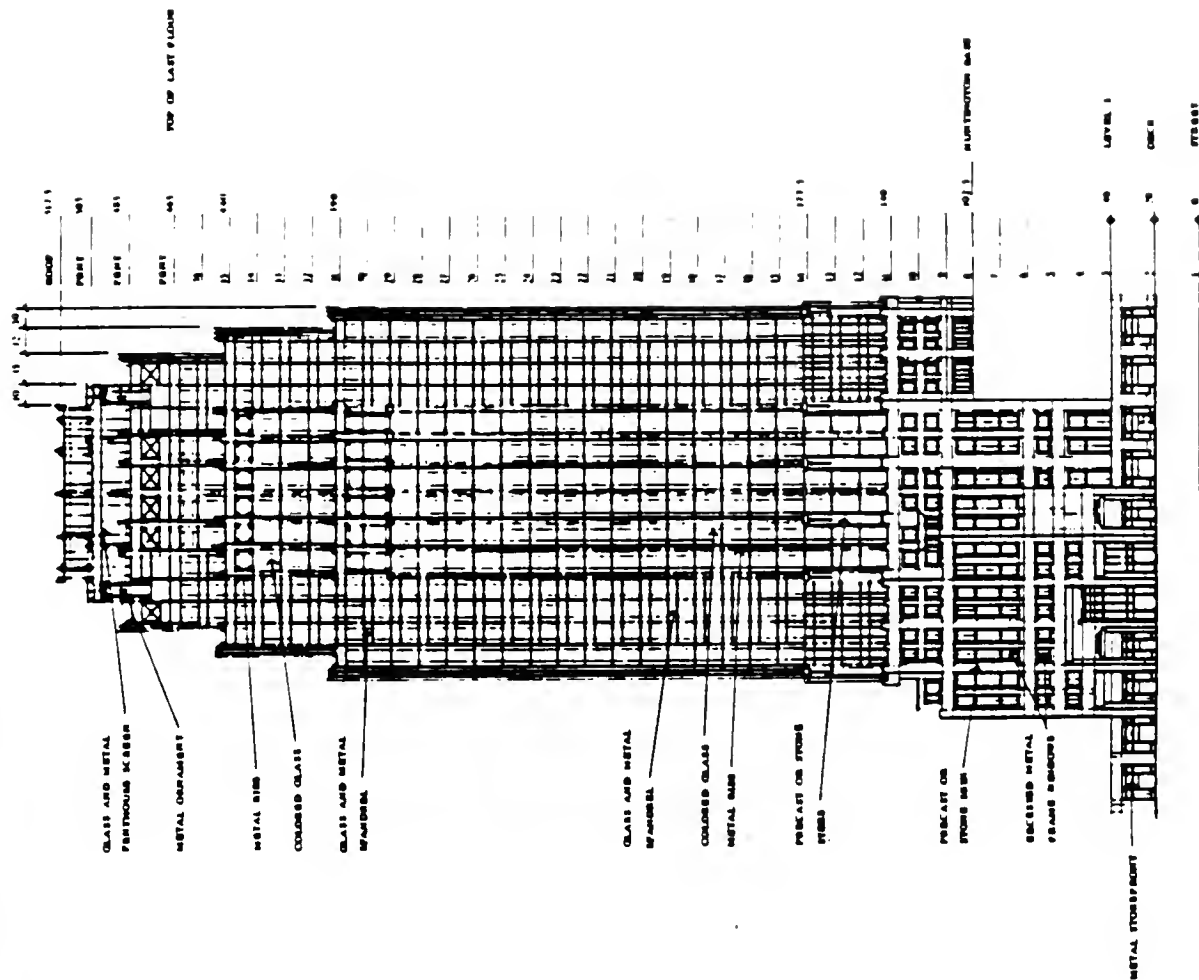


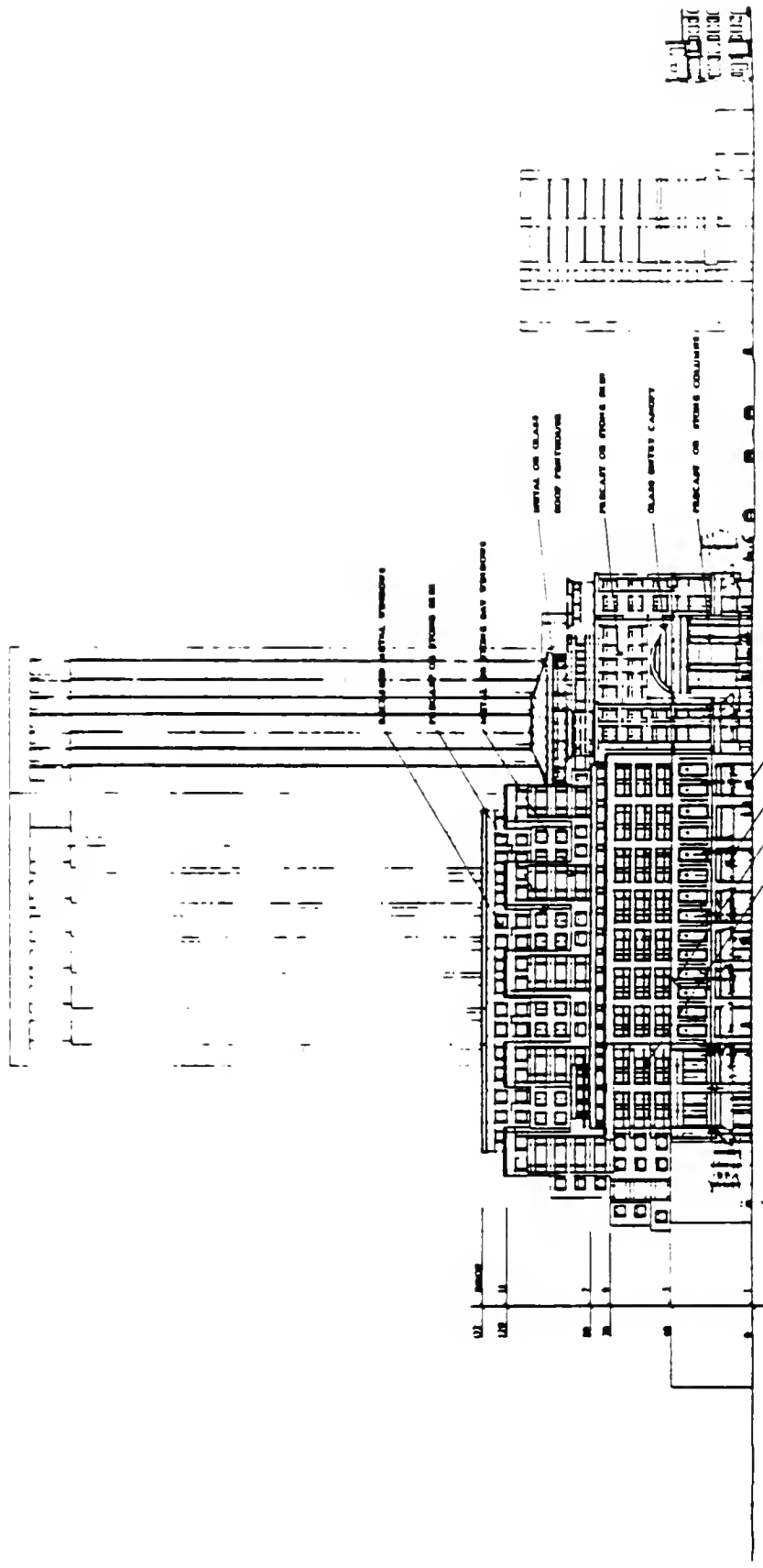
HUNTINGTON OFFICE BUILDING
 BELVIDERE RESIDENTIAL BUILDING
 ELEVATION - HUNTINGTON

PRUDENTIAL
 CENTER
 REDEVELOPMENT
 FOR PRUDENTIAL PROPERTY COMPANY, INC.

**DEVELOPMENT PLAN
ELEVATION - SOUTH FACADE HUNTINGTON BUILDING**

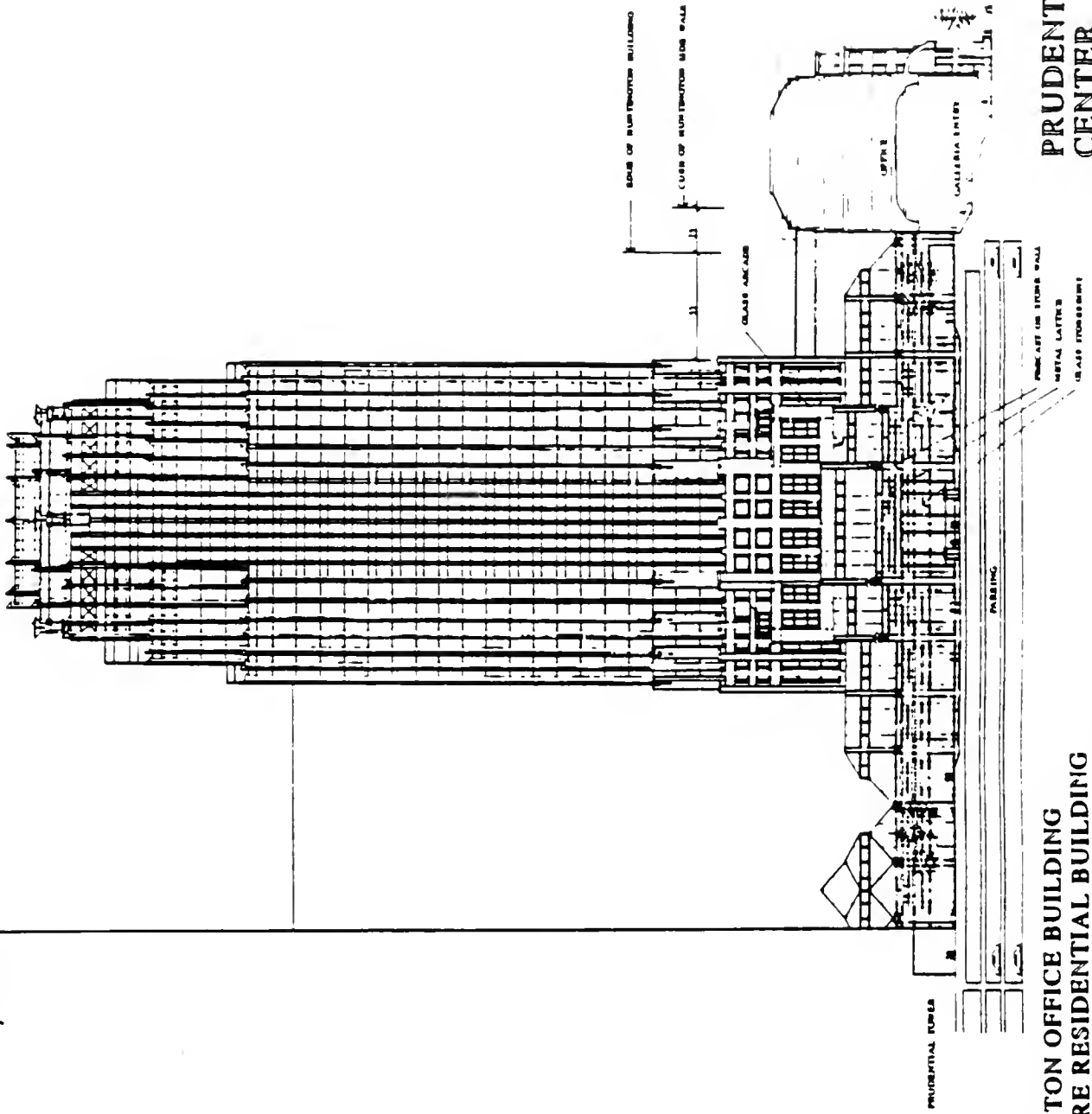
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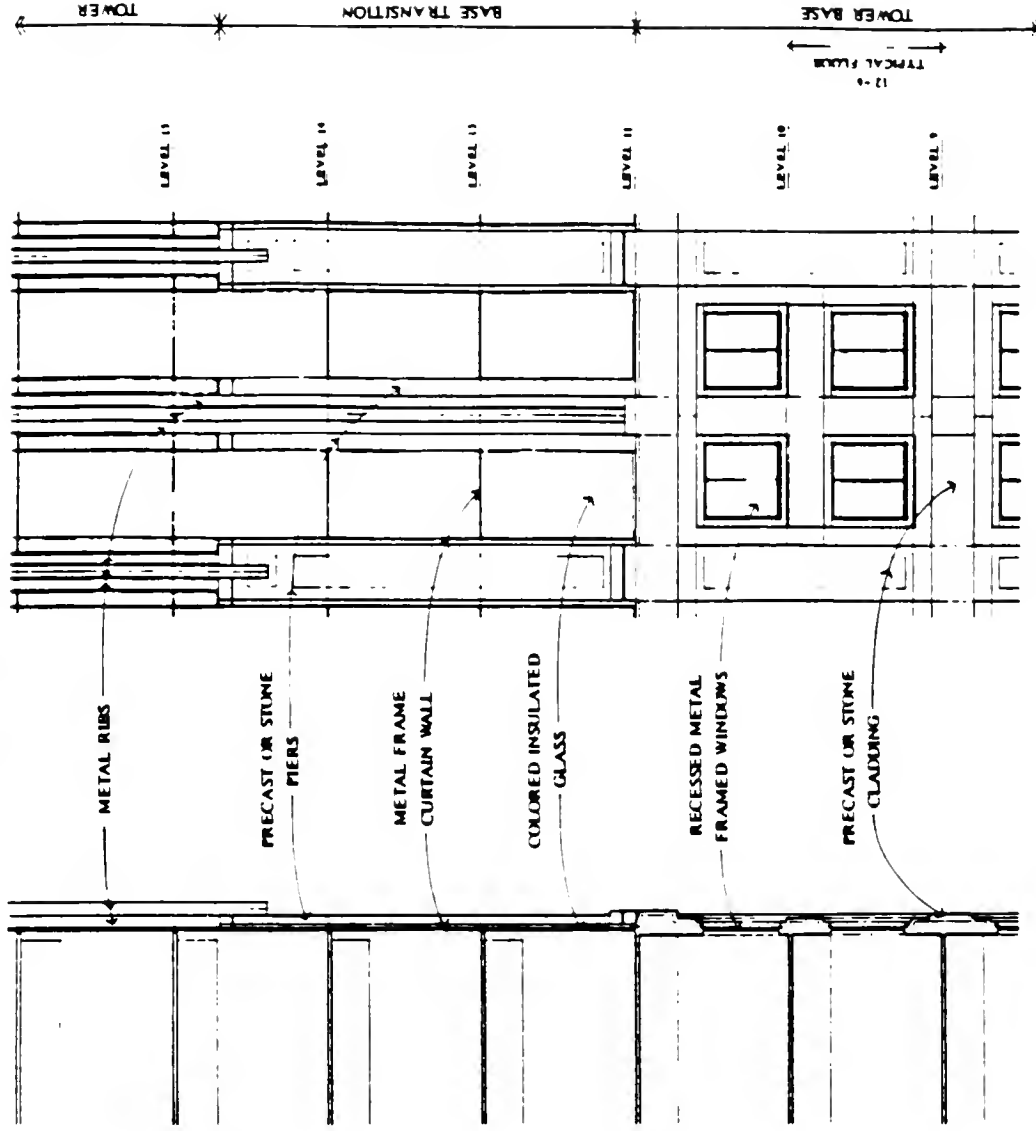


HUNTINGTON OFFICE BUILDING
 BELVIDERE RESIDENTIAL BUILDING
 ELEVATION-BELVIDERE BUILDING

PRUDENTIAL
 CENTER
 REDEVELOPMENT
 THE PRUDENTIAL PROPERTY COMPANY, INC.



PRELIMINARY MATERIAL SECTION:

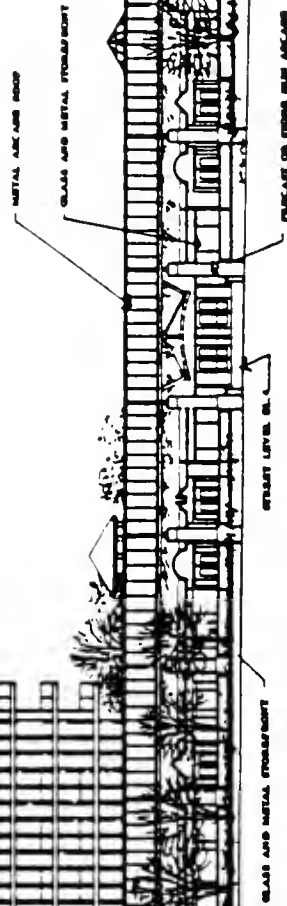
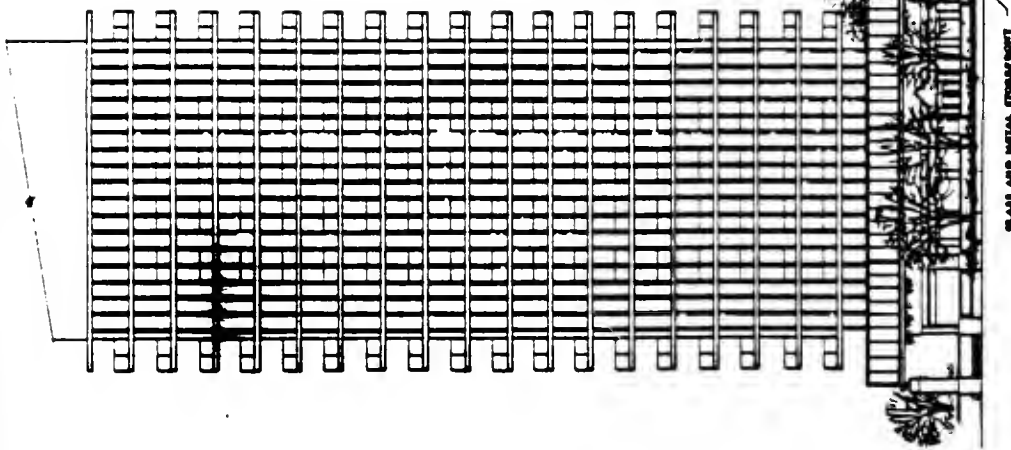


PARTIAL WALL SECTION
SCALE: 1/8" = 1'-0"

PARTIAL TOWER ELEVATION
SCALE: 1/8" = 1'-0"

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REDEVELOPMENT**
THE PRUDENTIAL PROPERTY COMPANY, INC.

REHABILITATION OF EXISTING BUILDING
PRELIMINARY WALL SECTION/ELEVATION
NOVEMBER 1988



ROOF BL. 14
MARKET LEVEL BL. 9
STREET BL. 0

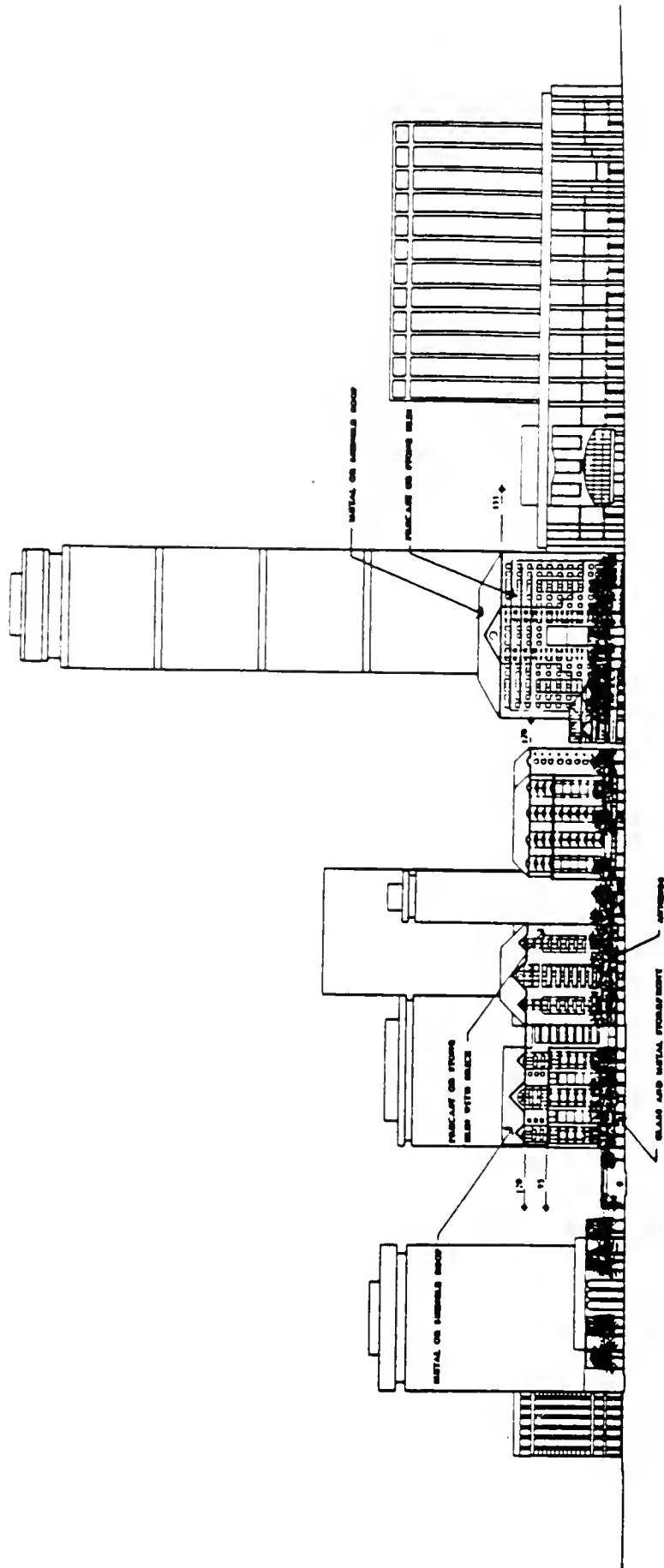
DEVELOPMENT PLAN
ELEVATION- EAST RING ROAD, SHOPPING CENTER

1:1000 1/8" = 1'-0"

PRUDENTIAL
CENTER
REDEVELOPMENT
THE PRUDENTIAL PROPERTY COMPANY, INC.

NUMBER 109

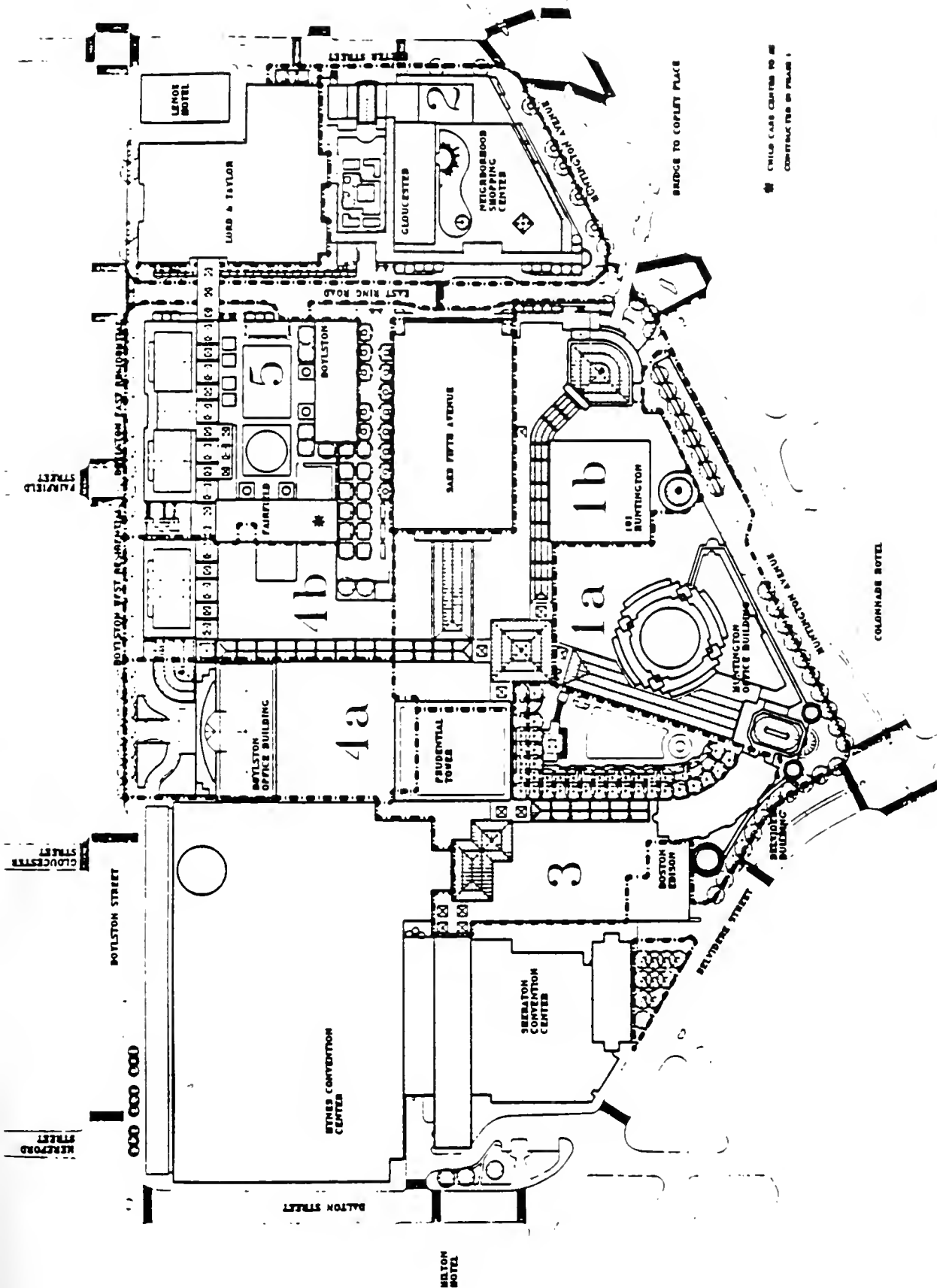
MAIN 4



DEVELOPMENT PLAN
ELEVATION- BOYLSTON

REVISED 198

PRUDENTIAL
CENTER
REDEVELOPMENT
THE PRUDENTIAL PROPERTY COMPANY, INC.

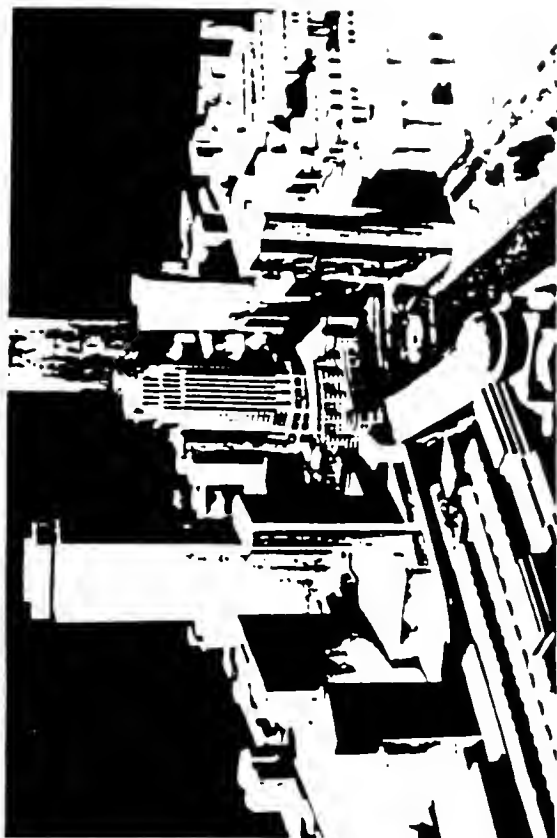


PRUDENTIAL CENTER REDEVELOPMENT THE PRUDENTIAL PROPERTY COMPANY, INC.

DEVELOPMENT PLAN
PLAN-PHASING

150' 0" 150' 0" 150' 0"

NOVEMBER 1990



A. Christian Science View East



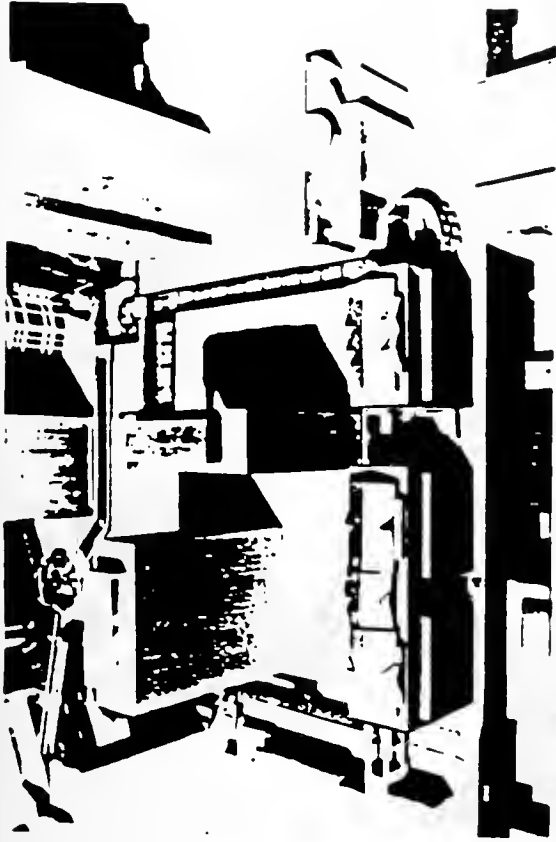
B. Huntington Aerial



C. Huntington Aerial

DEVELOPMENT PLAN
MODEL PHOTOGRAPHS
REVISED 1967

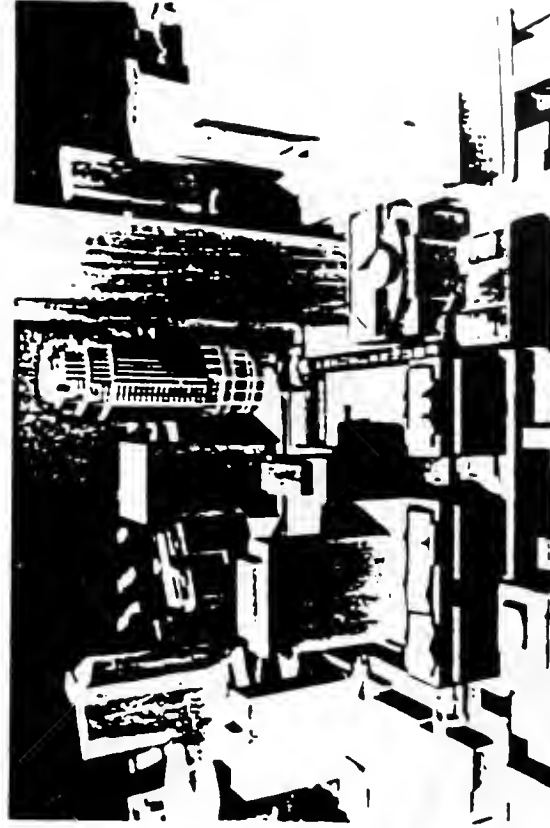
PRUDENTIAL
CENTER
REDEVELOPMENT
THE PRUDENTIAL PROPERTY COMPANY, INC.



A. Boylston View South



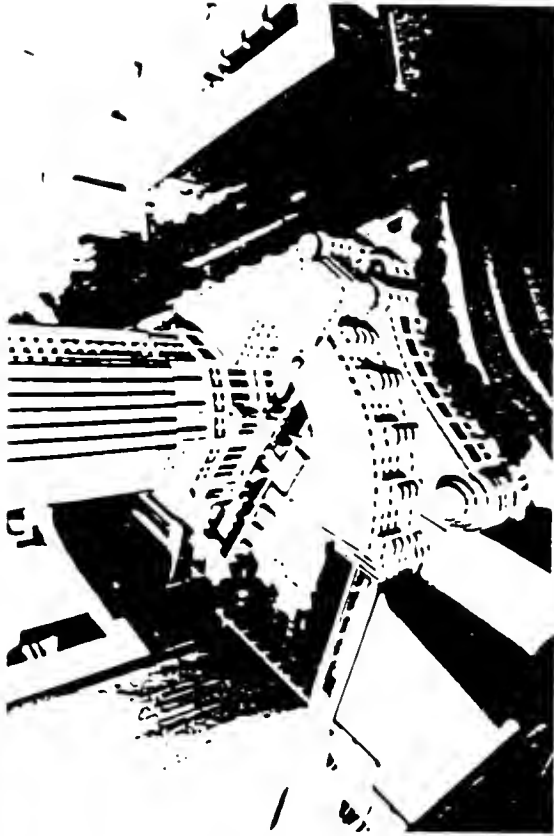
B. Boylston Aerial



C. Boylston View South

DEVELOPMENT PLAN
MODEL PHOTOGRAPHS
NOTED 1988

PRUDENTIAL
CENTER
REDEVELOPMENT
100 PRUDENTIAL PROPERTIES COMPANY INC



A. Belvidere Aerial



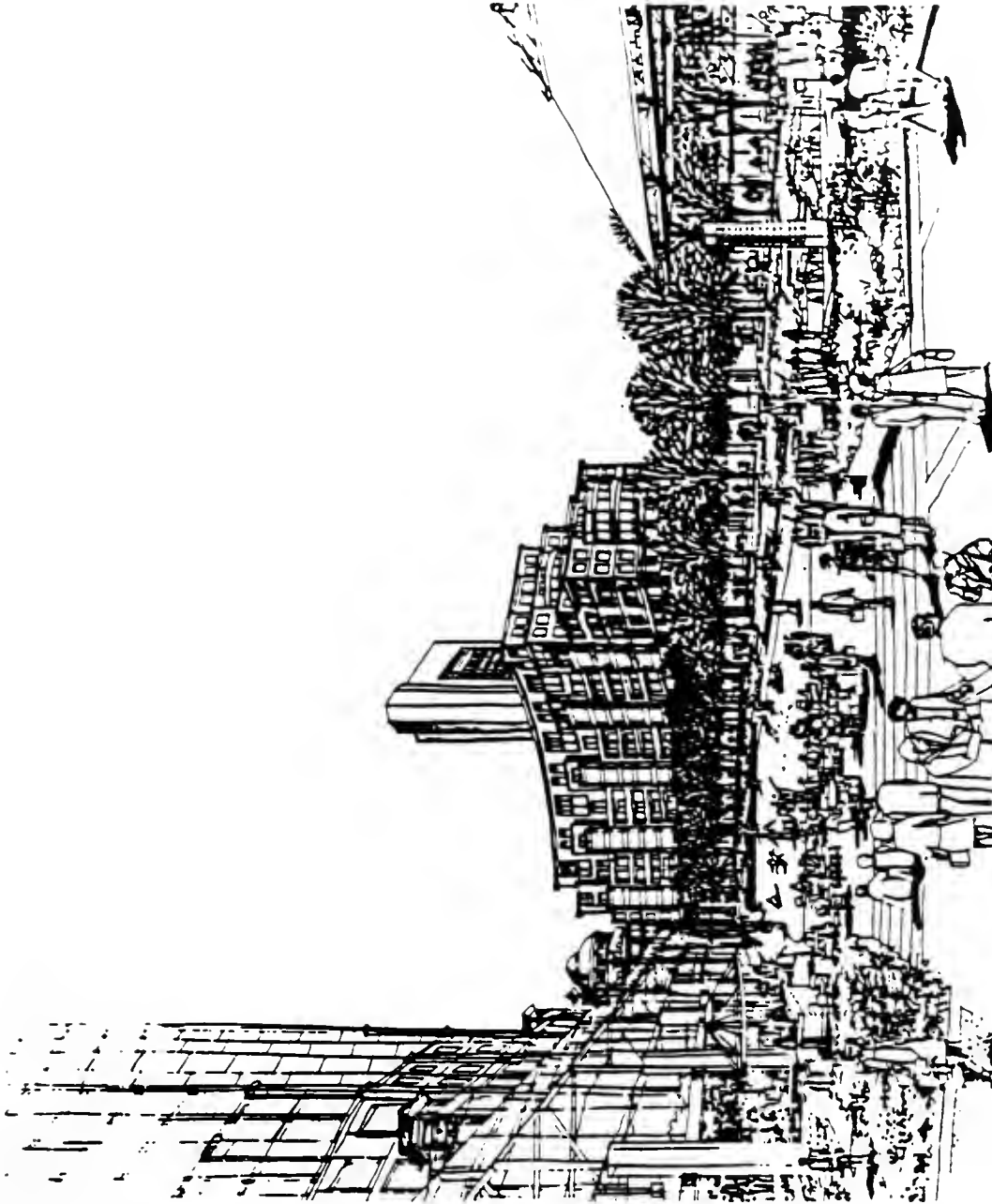
B. Huntington/Belvidere Building



C. Huntington/Belvidere Building

DEVELOPMENT PLAN
MODEL PHOTOGRAPHS
REVISED 1977

PRUDENTIAL
CENTER
REDEVELOPMENT
THE PRUDENTIAL PROPERTY COMPANY, INC.

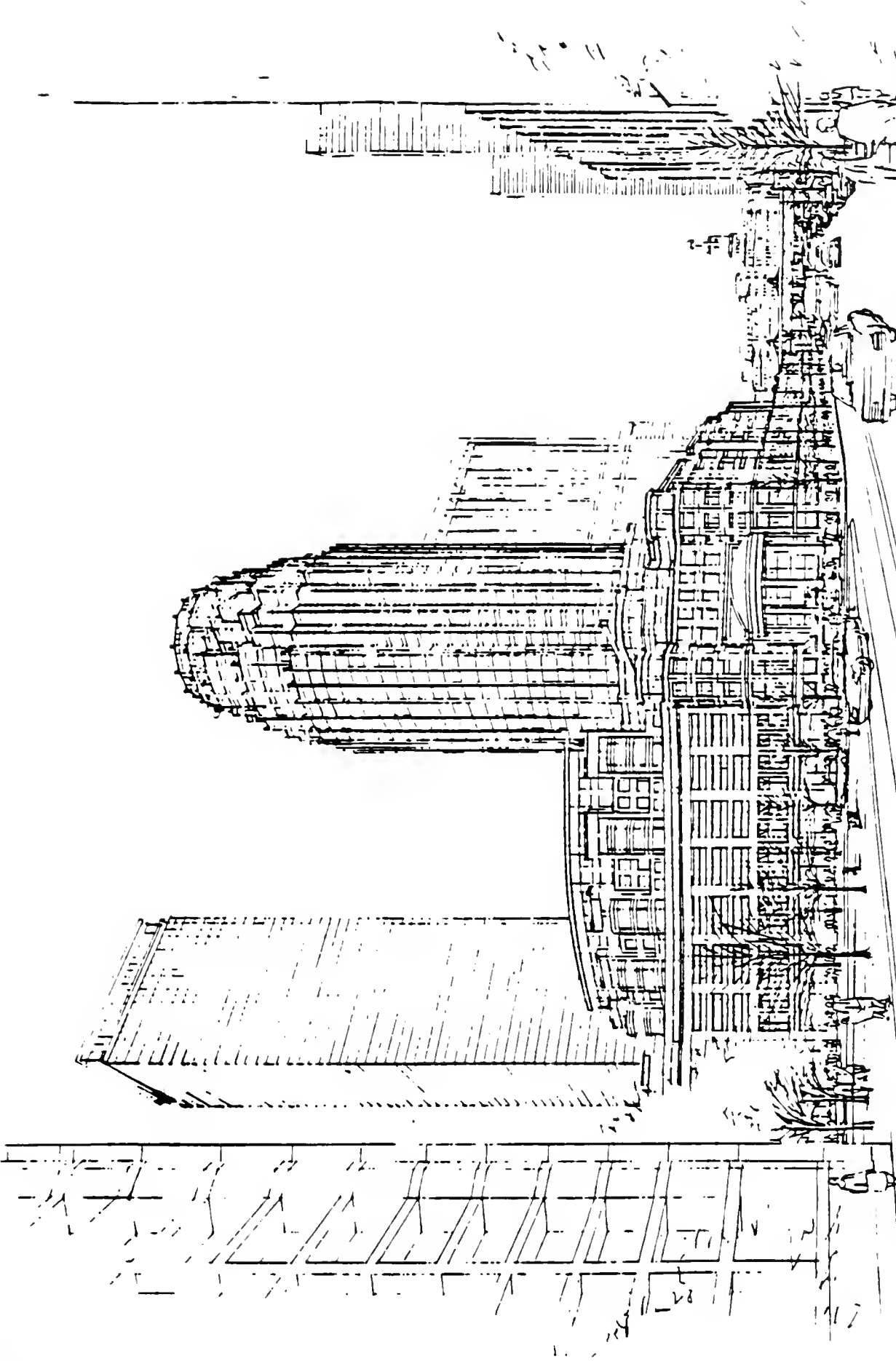


DEVELOPMENT PLAN
SOUTH PLAZA PERSPECTIVE

NOVEMBER 1949



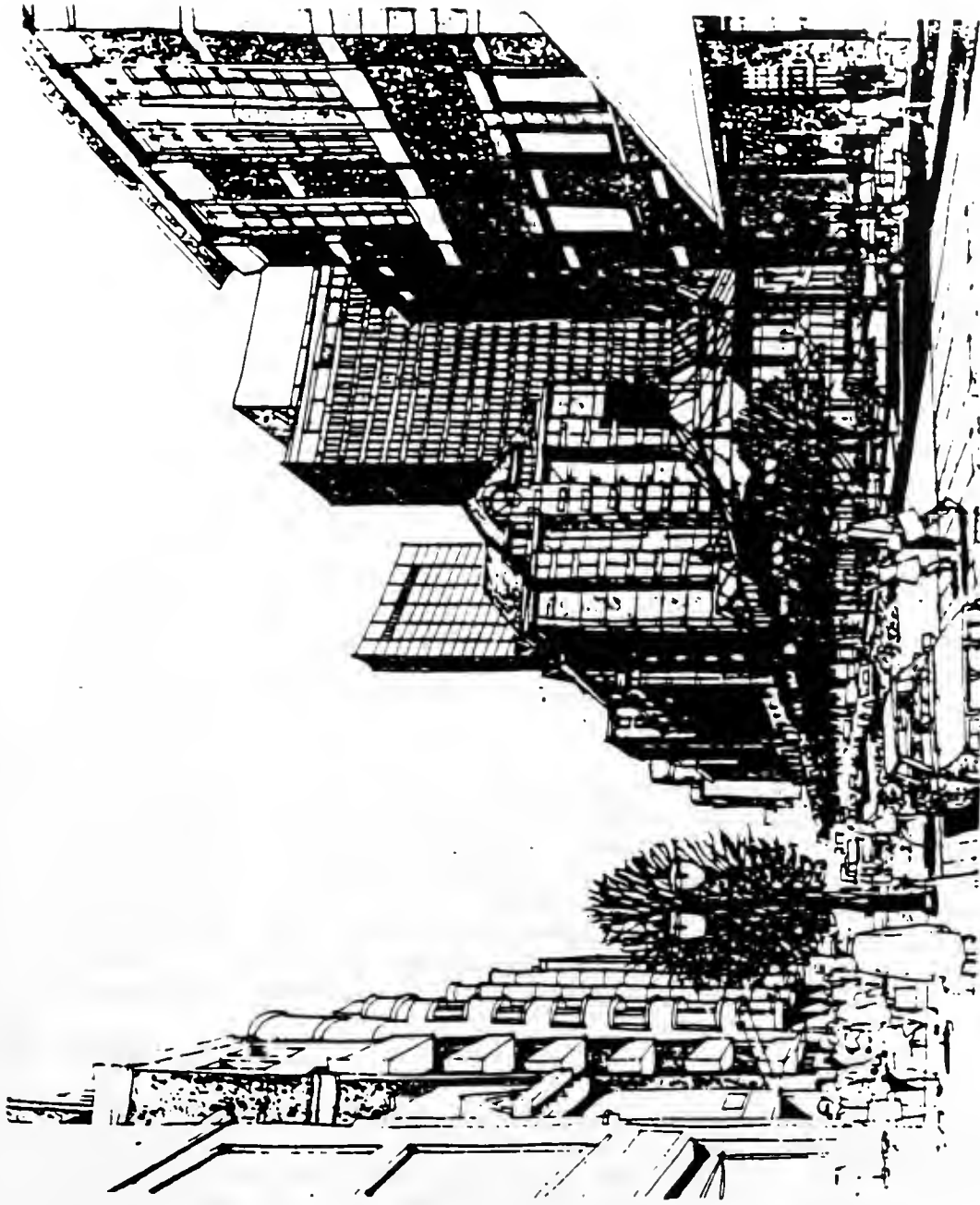
PRUDENTIAL
CREDIT
REDEVELOPMENT
THE PRUDENTIAL PROPERTY COMPANY, INC.



HUNTINGTON OFFICE BUILDING
BELVIDERE RESIDENTIAL BUILDING
PERSPECTIVE-LOOKING EAST ON HUNTINGTON

SEPTEMBER 1960

PRUDENTIAL
CENTER
REDEVELOPMENT
THE PRUDENTIAL PROPERTY COMPANY, INC.



PERSPECTIVE-LOOKING EAST ON BOYLSTON
MAY 1960 1/60

PRUDENTIAL
CENTER
REDEVELOPMENT
THE PRUDENTIAL PROPERTY COMPANY, INC.

EXHIBIT C

PERMITTED USES

- (a) Residential Uses. Multifamily dwellings and dwellings converted for more families, artists' live/work space, apartment hotel, lodging or boarding house, and temporary housing shelters.
- (b) Restaurant and Entertainment Uses. The service or sale of food or drink for on-premises consumption whether or not dancing or entertainment is provided; concert hall; theater, commercial or nonprofit (including motion picture or video theater, but not drive-in theater); art galleries, nonprofit or for profit, other social or recreational or sports center conducted for profit.
- (c) Fast Food Restaurant Uses. Sale over the counter not wholly incidental to a use listed under paragraph (b) or (m) of this Exhibit, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out, provided that a use under this paragraph (c) shall be conditional if any portion of such use, including signage, faces onto a public street.
- (d) Office Uses. Offices of community service organizations; business or professional offices; clinics; medical or dental offices; health maintenance organizations; real estate, insurance, or other agency or government office; office building; post office; bank including automatic teller machines, and foreign currency exchange (other than drive-in bank) or similar establishment; dance, theater, or music rehearsal studio; artist studio or work space.
- (e) Hotel or Motel.
- (f) Group Care Residence. Limited, as defined by clause 22B of Section 2-1 of the Boston Zoning Code, provided that a cooperation agreement exists relating to the location and operation of such facilities between the Boston Redevelopment Authority, the City of Boston, and the agency of the Commonwealth operating, licensing, or regulating such facilities.
- (g) Day care center, family care center, nursery school, kindergarten, elementary or secondary school, or community health center or clinic.

- (h) Trade, professional, or other school.
- (i) Recreational and Community Uses. Private grounds for games and sports not conducted for profit; other social, recreational, or sports center conducted for profit; private club (including quarters of fraternal or sororal organizations) operated for members only; adult education center or community center building; college granting degrees by authority of the Commonwealth, but only if such authority is accorded to an adult education facility existing within the Prudential Center prior to the effective date of this Development Plan; settlement house.
- (j) Public Service Uses. Public service pumping station, substation, or automatic telephone exchange, subject to St. 1956, c. 665, s. 2.
- (k) Wholesale Uses. Office or display or sales space of a wholesale, jobbing, or distributing house; and provided that not more than twenty-five percent (25%) of gross floor area devoted to this use is used for assembling, packaging, and storing merchandise.
- (l) Service Uses. Video or film production studio; barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry-cleaner; tailor shop; hand laundry; drycleaning shop; framer's studio; caterer's establishment; photographer's shop; printing plant; electrician's shop; plumber's shop; radio and television repair shop; key and lock shop; express mail operation and drop box; ticket outlet; funeral home; undertaker's establishment; mortuary; radio or television studio; or similar use provided that in laundries and cleaning establishments, only nonflammable solvents are used for cleaning; animal hospital or clinic, warehouse, storage.
- (m) Retail Uses. Stores primarily serving the local retail business needs of the neighborhood; grocery store; neighborhood bakery; department store, furniture store, general merchandise mart or other store serving the general retail business needs of the city, including accessory storage.
- (n) Institutional Uses. Place of worship, monastery, convent, or parish house; elderly care facility; nonprofit library or museum, not accessory to another institutional use.
- (o) Parking Garage and uses accessory thereto including car wash, valet service and automobile repair provided that such accessory uses are located entirely within such parking garage.

- (p) Communications Uses. Communications relay station and terminals; operation of fiber optic and other related communication equipment, operation of telecommunications operation; data retrieval and transmission operations.
- (q) Accessory Uses. Subject to the limitations and restrictions of Article 10 of the Boston Zoning Code, limited to: (i) a swimming pool or tennis court; (ii) the storage of flammable liquids and gases incidental to a lawful use; (iii) the maintenance and operation of not more than four amusement game machines accessory to eating and drinking establishments; (iv) any use ancillary to, and ordinarily incident to, a lawful main use, provided that any such use shall be subject to the same restrictions, conditions, limitation, provisos, and safeguards as the use to which it is accessory.
- (r) Rental motor vehicle agency accessory to a hotel or motel, provided that such accessory use is located entirely within the buildings and parking structures of the Project site.

EXHIBIT D

CALCULATION OF LINKAGE CONTRIBUTIONS

Housing Contribution Grant:

Total gross square footage of uses enumerated in Table D of Article 26A of the Code	1,555,000 gsf
Less exemption	100,000 gsf
Net gross square footage for purposes of payment	1,455,000 gsf
	<u>x \$5.00</u>
Total Housing Contribution Grant	\$7,275,000

Jobs Contribution Grant:

Total gross square footage of uses included in Table E of Article 26B of the Code	1,555,000 gsf
Less exemption	100,000 gsf
Net gross square footage for purposes of payment	1,455,000 gsf
	<u>x \$1.00</u>
Total Jobs Contribution Grant	\$1,455,000

EXHIBIT E

SCHEDULE OF TRANSPORTATION IMPROVEMENTS
AND COMMUNITY BENEFIT PROJECTS

I.	Transportation Improvements	
	A. Capital Improvements	\$ 424,000
	B. Traffic Control Efforts	526,000
	C. South End Transportation Planning Efforts	<u>50,000</u>
	TOTAL	\$1,000,000
II.	Community Benefits Fund - Designated Recipients *	
	Commonwealth Avenue Mall	\$ 140,000
	South End Land Trust	100,000
	Southwest Corridor Parkland Fund	40,000
	Westland Triangle Park	40,000
	Copley Square Maintenance Fund	75,000
	St. Botolph Street Improvements	275,000
	Boylston Street Improvements	150,000
	IBA Daycare (Escuelita Taino)	100,000
	Community Music School	50,000
	Boston Center For the Arts	150,000
	Ground Water Trust	50,000
	Women's Educational & Industrial Union	39,000
	Metropolitan Symphony	36,000
	Youth Related Services	55,000
	Central Boston Elderly Services	30,000
	To Be Allocated	<u>54,000</u>
	TOTAL	\$1,384,000

* The Moreville House and BAC-YOU grant proposals are proposed to be funded through the inclusionary housing payments to be made available pursuant to section 41-14(1) of the Zoning Code.

Exhibit E (cont.)

III. Community Benefit Funds - Payment Schedule
Payment made on issuance of building permit for:

Huntington Office (Phase 1 and 2)	\$ 755,868
Belvidere Residential (Phase 3)	159,394
Boylston Office Building (Phase 4A)	195,831
Boylston West Residential (Phase 4B)	113,254
Boylston East Residential (Phase 5)	<u>159,653</u>
TOTAL	\$1,384,000

EXHIBIT F

INFRASTRUCTURE IMPROVEMENTS

A. Water Distribution System Improvements

Boston Water and Sewer Commission (BWSC) water mains are located on all sides of the Prudential Center. Service from both Southern High Service (SHS) and Southern Low Service (SLS) is available.

In an effort to improve the distribution system and mitigate the impacts of the proposed redevelopment, the developer shall install two water main sections along Boylston Street as shown in Figure 7-1 of the Final Project Impact Report for the Project ("FPIR"). Each begins near the intersection of Boylston Street and Exeter Street and extends along Boylston Street.

One section of new water main will complete the SHS system loop and the other will complete the SLS system loop. Installation of these water mains will provide additional system interconnection of the SHS and SLS systems around the Prudential Center. These improvements will result in an important benefit by enhancing system flow characteristics and increasing both safety and convenience in the event of a water main break.

Specific service point locations will be determined as the design proceeds. In general, connections to the water distribution system will be located so as to minimize impacts on system performance.

B. Sewer System Improvements

The developer shall improve the sewer system servicing the southern portion of the Prudential Center and the Garrison Street/Harcourt Street/St. Botolph Street neighborhood of the Back Bay. The existing combined sewer 30-inch twin siphon system under the Prudential Center shall be abandoned and a new separated system shall be installed along Huntington Avenue to divert both existing and proposed Prudential Center flows, and Back Bay area flows. System improvements via installation of separate sewer systems is in line with expected BWSC and MWRA long-term goals.

The proposed improvements are shown in Figures 7-2 and 7-3 of the FPIR. To provide for the possibility of future

separated systems in the area, a flow separation structure will connect to the existing 24-inch by 31-inch combined sewer inlet and the proposed 24-inch sanitary sewer and 48-inch storm drain outlets. It will function to divert dry weather flows to the sanitary sewer and wet weather flows to the storm drain.

The separated system will run inside the basement level of the Prudential Center garage to the southwest portion of the site. The storm drain will connect to the existing 54-inch storm drain in Belvidere Street with the sanitary sewer connecting directly to the West Side Interceptor (WSI). The system has been designed to mitigate the impacts of the proposed redevelopment. Connecting the proposed sanitary sewer downstream of the existing connection at the intersection of Fairfield Street with Beacon Street, and the reversed slope section of the WSI located beneath the turnpike, will decrease the existing flows of combined sewage at the siphon and the amount of sanitary flow subject to overflowing to the Boston Marginal Conduit.

This improvement will exceed the MWRA's policy of 2 for 1 reduction of flows in sewer lines through curtailment of infiltration and inflow. The proposal will result in a 78:1 ratio of reduction in inflow of storm flows to the projected new sanitary sewage new flows. The proponent will continue to coordinate with BWSC until plans are finalized.

C. Water Conservation

The State Building Code requires use of water conserving fixtures in all new construction. Both interior and exterior landscaping design will consider the minimization of irrigation requirements as one of the major design criteria. All fountains will be designed to recycle water to the extent feasible and will be designed to minimize the water lost to overspray and evaporation. Condensate return flows will be used to the greatest extent possible for cooling tower makeup.

D. Energy Conservation

The energy conservation measures that are either already incorporated into the project plan or are being evaluated include:

1. Heavily insulated walls and roofs.
2. State-of-the-art insulating glass, units with special

coating and low heat transfer values.

3. Light wattage reduced to 1.5 - 2.0 watts per square foot.
4. Water side economizer to reduce chiller operation during the winter.
5. Use of ventilation air to provide cooling for interior spaces in winter.
6. Reclamation of heat from lights with perimeter fan boxes.
7. Monitoring and controlling of all building functions with state-of-the-art DDC controls.
8. Utilization of variable air volume system design in office spaces.
9. Utilization of high efficiency motors.

**DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
FOR PLANNED DEVELOPMENT AREA NO. 37
PRUDENTIAL CENTER**

This DEVELOPMENT IMPACT PROJECT AGREEMENT ("Agreement") is made as of _____, 1989 between the BOSTON REDEVELOPMENT AUTHORITY ("Authority"), acting on its own behalf and as escrow agent for the Housing Trust (hereinafter defined) and the Jobs Trust (hereinafter defined), and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA ("Prudential"), a New Jersey corporation, with an address at Prudential Center, Suite 4800, Boston, Massachusetts 02199, and its successors, assigns and legal representatives (collectively, the "Applicant"); the Authority and the Applicant, collectively, shall be referred to herein as the parties;

WHEREAS, the Applicant proposes the construction of approximately 1,834,000 square feet of new construction and related improvements (the "Project") at and near the Prudential Center, including the construction of two new office structures, one on Huntington Avenue and one on Boylston Street, a new housing structure on Belvidere Street, and two new housing structures on Boylston Street. In addition, a new neighborhood shopping area will be constructed on East Ring Road and Huntington Avenue and approximately 143,000 square feet of existing retail space will be demolished and reconstructed. In addition, pedestrian arcades will be reconstructed and new indoor space added, all as more particularly set forth in the Development Plan/Development Impact Project Plan for the Project (the "Plan") as approved by the Board of the Authority, a copy of which is attached hereto as Exhibit A.

WHEREAS, the Project site is comprised of approximately 1,080,200 square feet of land and is more particularly described on Exhibit B (the "Site");

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code (the "Code") and Section 26B-2(1) of Article 26B of the Code;

WHEREAS, the Neighborhood Housing Trust (the "Housing Trust") referred to in Article 26A of the Code has been created by Declaration of Trust, dated November 19, 1985, pursuant to an Ordinance Establishing the Neighborhood Housing Trust passed by the City Council on May 21, 1986 and approved by the Mayor on June 6, 1986;

WHEREAS, the Neighborhood Jobs Trust (the "Jobs Trust") referred to in Article 26B of the Code has been created by Declaration of Trust dated November 19, 1985, pursuant to an Ordinance Establishing the Neighborhood Jobs Trust passed by the City Council on August 19, 1987 and approved by the Mayor on September 8, 1987.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The Plan calls for construction of the Project in five phases. The description of each phase and the timing for the commencement and completion of construction of each phase is more particularly set forth in the Plan. The Applicant shall make Housing Linkage Payments and Jobs Payments (as those terms are hereinafter defined) for each phase, the amount of the payments to be determined by the gross square footage of Table D Uses or Table E Uses (as hereinafter defined) included in said phase. References

in this Agreement to Housing Linkage Payments or Jobs Payments shall mean the individual payment for each phase or the total payments for all phases, as the context so requires.

ARTICLE 2. HOUSING LINKAGE PAYMENT

2.1 Housing Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Contribution ("Housing Linkage Payment") as such term is defined in Section 26A-2(3) of the Code for each phase of the Project, in the amounts set forth in Section 2.5 of this Agreement. Subject to the provisions of this Agreement, the Applicant may, at its option, satisfy its obligation for a Housing Linkage Payment for one or more phases by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Section 2.2 of this Agreement (the "Housing Creation Option"), or by payments made in accordance with Section 2.3 of this Agreement (the "Housing Payment Option") or by a combination of both the Housing Creation Option and the Housing Payment Option.

2.2 Housing Creation Option. Subject to the approval of the Authority on or before the Housing Payment Date, as defined in Section 2.6 of this Agreement, for Phases 1 and 2 of the Project, the Applicant hereby elects to fulfill its Housing Linkage Payment obligations with respect to Phases 1 and 2 by creating or causing the creation of housing units ("Affordable Housing Units") for occupancy exclusively by low and moderate income residents of the City of Boston pursuant to the Authority's Housing Creation Regulations (the "Creation Regulations"), dated April 17, 1986, adopted by the Authority pursuant to Section 26A-2.3(a) of the Code, as in effect on the date hereof.

Accordingly, in connection with its Housing Linkage Payment obligation for Phases 1 and 2, the Applicant shall submit to the Authority a proposal in writing ("Housing Creation Proposal") providing for the creation of Affordable Housing Units pursuant to the Creation Regulations, which proposal shall be submitted not later than sixty (60) days prior to such Housing Payment Date. Further, subject to the approval of the Authority on or before the Housing Payment Date for any later phase of the Project, the Applicant may elect to fulfill its Housing Linkage Payment obligation with respect to such later phase by creating or causing the creation of Affordable Housing Units. If the Applicant so elects, it shall submit a Housing Creation Proposal to the Authority not later than sixty (60) days prior to the Housing Payment Date for such phase.

If the Authority does not approve the Applicant's Housing Creation Proposal with respect to Phases 1 and 2, then the Applicant shall revise the proposal in accordance with the Authority's objections to the extent reasonably practicable. The Applicant and the Authority shall cooperate reasonably to achieve an approved Housing Creation Proposal prior to the Housing Payment Date for Phases 1 and 2. If, for any phase of the Project, a Housing Creation Proposal is not approved prior to the Housing Payment Date for such phase, the Applicant shall be deemed to have elected the Housing Payment Option, as described in Section 2.3 of this Agreement, with respect to such phase.

For any phase for which the Applicant has elected the Housing Creation Option, the Applicant shall contribute to the Authority a Housing Linkage Payment for such phase in a single installment which shall be due and payable on the Housing Payment Date for such phase in an amount equal to net present value, as defined below, of the Housing Linkage Payment for such phase which would otherwise be paid in seven (7) equal annual installments, pursuant to

Article 26A of the Code. Such Housing Linkage Payment shall be discounted to represent the present value of such seven (7) equal annual installments if paid in a single installment on the Housing Payment Date.

For purposes of this Agreement, "net present value" shall be defined as the value of an amount of money equal to the sum of discounted installment payments which would have been made by the Applicant for a given phase had the Applicant elected to satisfy its obligation under Article 26A of the Code through the Housing Payment Option, such discounting to be measured from the Housing Payment Date for such phase through the dates on which each installment of the Housing Linkage Payment would have been due under the Housing Payment Option. Net present value shall be determined by applying a composite discount rate to the payments that the Applicant would have made under the Housing Payment Option. The discount rate shall be calculated by adding fifty (50%) percent of the Applicant's verified cost of funds for the construction of the applicable phase of the Project to fifty (50%) percent of the current most recent City of Boston long-term (10 year) municipal bond yield.

2.3 Housing Payment Option. If the Authority shall not have approved the Applicant's election of the Housing Creation Option for a given phase as set forth in Section 2.2 of this Agreement on or before the Housing Payment Date for such phase, the Applicant shall pay on the Housing Payment Date for such phase the first installment of the Housing Linkage Payment for such phase, and shall pay the remainder of the Housing Linkage Payment in six (6) equal annual installments, as provided in Article 26A of the Code. The foregoing notwithstanding, at the request of the Authority, the Applicant shall pay the Housing Linkage Payment for such phase in a single installment on the Housing

Payment Date for such phase in an amount equal to the net present value of such Housing Linkage Payment, calculated as provided in Section 2.2 above.

Said payment(s) shall be paid to the Collector-Treasurer of the City as a managing trustee of the Housing Trust. In the event any Housing Linkage Payment or installment thereof is not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the rate of 1.5% per month, commencing on the applicable date when payment should have been received by the Authority or Collector-Treasurer of the City, as the case may be, and ending on the date when the Authority or Collector-Treasurer of the City receives payment.

If the Applicant shall pay the Housing Linkage Payment for a given phase in installments, then as security for the Applicant's obligation hereunder to make payment of the six (6) subsequent annual installments, on the Housing Payment Date for such phase, the Applicant shall provide for the benefit of the Housing Trust a letter of credit in the amount of the unpaid installments. Any such letter of credit shall be for a period of not less than one year and, if any installments remain outstanding, shall be extended not less than thirty (30) days prior to its expiration for a period of not less than one year in an amount of not less than the then unpaid installments. Such letter of credit, as thus extended, shall be further extended in the same manner and subject to the same conditions as many times as necessary until all such installments have been paid. Any such letter of credit shall provide that it is payable upon presentation to the issuer of a certificate by the Director of the Authority or by Collector-Treasurer of the City stating that (i) a payment obligation secured by the letter of credit has not been timely satisfied or (ii) the letter of credit, as the same

may have been extended, has not been extended or further extended, as the case may be, prior to thirty (30) days before expiration, as required above.

The Applicant shall offer technical assistance to the non-profit entity proposed as the developer of the project specified in the Housing Creation Proposal. Such assistance is intended to enable the non-profit entity to formulate a development proposal for inclusion in the Housing Creation Proposal.

2.4 Conversion to Housing Creation Option After Housing Payment Date.

If the Applicant is making its Housing Linkage Payment in installments for a given phase and if after the Housing Payment Date for such phase but before having paid all of the installments due for such phase the Applicant shall desire to elect the Housing Creation Option for such phase, the Applicant shall submit a Housing Creation Proposal for such phase in writing to the Authority. Such proposal, if approved by the Authority and performed by the Applicant, shall satisfy the obligation of the Applicant to make any remaining installments due under the Housing Payment Option for such phase.

2.5 Calculation of Linkage Payment. The Project will be developed in five (5) phases, as set forth in the Plan. The exact gross floor areas to be devoted to Development Impact Uses ("Table D Uses"), as defined in Table D of Article 26A of the Code, in the Project have not been finally established. Each phase of the Project will include the following estimated areas dedicated to Table D Uses, which areas are calculated in accordance with the definition of gross floor area ("Gross Floor Area") as contained in Section 2-1(21) of the Code:

<u>Phase</u>	<u>Gross Floor Area Devoted to Table D Uses</u>		<u>Housing Linkage Payment</u>
1 & 2	978,960	sq. ft.*	\$ 4,894,800
3	104,040	sq. ft.	520,200
4	327,620	sq. ft.	1,638,100
5	44,380	sq. ft.	221,900
Total	1,455,000	sq. ft.*	\$ 7,275,000

* Reflects one-time deduction of 100,000 square feet pursuant to Section 26A-3(2)(a) of the Code.

The parties hereby acknowledge that the amount of each Housing Linkage Payment, as set forth above, is based upon Gross Floor Areas as estimated in the Plan. If the Gross Floor Area of any phase, as determined by the Authority based on a certification, if available, by the Project Architect (as identified in the Plan) differs from the above-stated estimate, the Applicant shall adjust the amount of the Housing Linkage Payment for such phase in accordance with Article 26A of the Code to reflect the change in Gross Floor Area, provided that a reduction in any Housing Linkage Payment already paid shall be in the form of a credit against future Housing Linkage Payment obligations of the Applicant, if any.

2.6 Housing Payment Dates. Phases 1 and 2 shall be treated as one phase for all purposes under this Agreement, including the calculation of net present value. The Housing Payment Date for each phase shall be as follows:

- Phases 1 & 2 - The date of issuance of a building permit for the Huntington Office Building
- Phase 3 - The date of issuance of a building permit for the Belvidere Street Residential Building
- Phase 4 - The date of issuance of a building permit for either the Boylston Street Office Building or the Boylston Street West Residential Building
- Phase 5 - The date of issuance of a building permit for the Boylston Street East Residential Building

2.7 Recalculation. The Authority hereby agrees that any change in the formula (amount or rate of payment) for the calculation of the Housing Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Code after the date of approval of the Plan by the Board of the Authority shall not in any way affect the Housing Linkage Payment determined in accordance with Section 2.5 of this Agreement.

2.8 Non-Accrual of Housing Linkage Payment. If a building permit is not granted for a given phase, or if construction of such phase is abandoned after a building permit is obtained and prior to the Construction Commencement Date, as hereinafter defined for such phase, or if a building permit for such phase is revoked or lapses and is not renewed prior to the Construction Commencement Date for such phase, then the Applicant shall have no responsibility for the Housing Linkage Payment with respect to such phase, and any portion of the Housing Linkage Payment previously paid by the Applicant with respect to such phase shall be credited against future Housing Linkage Payments, if any, due from the Applicant. If Applicant shall so abandon all or any portion of a phase of the Project after a building permit is obtained, the Applicant shall file with the Authority and the Housing Trust an affidavit stating that the Project or such portion of the Project is so abandoned. As used herein, the term "Construction Commencement Date" for a phase means the date on which any substantial construction of such phase commences, including without limitation, excavation, foundation, and other subsurface work, but substantial construction shall not include the demolition of any structures or portions thereof now existing on the Site or the conduct of borings, soils investigations or similar activities, whether or not the same require the issuance of a partial building permit.

2.9 Notice of Housing Linkage Payment. Upon execution of this Agreement, the Authority shall notify the Trustee of the Housing Trust of such execution.

In order to ensure prompt receipt of the required Housing Linkage Payment or installment thereof, the Applicant acknowledges that the Inspectional Services Department will not issue a building permit for any building or structure in a given phase until satisfactory evidence has been presented of the receipt by the Authority or the Collector-Treasurer of the City, as the case may be, of the required Housing Linkage Payment or installment thereof due as of the Housing Payment Date for such phase.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1. Jobs Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Code, in the amount as calculated for each phase and set forth herein. The Jobs Payment for each phase shall be made to the Collector-Treasurer of the City of Boston as custodian for the Jobs Trust. The Applicant may, at its option, satisfy its obligation for the Jobs Payment for a given phase by the creation, or by contributing to the creation, of a job training program for workers who will be employed on a permanent basis in the Project (the "Jobs Creation Option"), as provided in Section 3.2 hereof.

3.2 Jobs Creation Option. If, with respect to a given phase, the Applicant shall elect to create or to contribute to the creation of a job training program for workers who will be employed on a permanent basis in the Project, then the Applicant shall submit a proposal ("Jobs Creation Proposal") for the Jobs Creation Option in writing to the Jobs Trust. If submitted to the Jobs Trust and

approved by the Jobs Trust on or before the Jobs Payment Date for such phase, as defined in Section 3.6 below, and if subsequently duly performed in accordance with its terms, such proposal shall satisfy the Jobs Payment requirements set forth in Section 3.1 of this Agreement.

3.3 Payment in Installments. If the Jobs Trust shall not have approved a Jobs Creation Proposal for a given phase on or before the Jobs Payment Date for such phase, the Applicant shall pay the Jobs Payment with respect to such phase in two equal annual installments. The first installment of the Jobs Payment shall be due and payable on the Jobs Payment Date for such phase and the second installment shall be due and payable on the one year anniversary of such Jobs Payment Date.

3.4 Calculation of Jobs Payment. Each phase of the Project is anticipated to include the following estimated Gross Floor Areas dedicated to Development Impact Uses ("Table E Uses") as that term is defined in Table E of Article 26B of the Code:

<u>Phase</u>	<u>Gross Floor Area Devoted to Table E Uses</u>		<u>Jobs Payment</u>
1 & 2	978,960	sq. ft.*	\$ 978,960
3	104,040	sq. ft.	104,040
4	327,620	sq. ft.	327,620
5	<u>44,380</u>	sq. ft.	<u>44,380</u>
Total	1,455,000	sq. ft.*	\$ 1,455,000

* Reflects one-time deduction of 100,000 square feet pursuant to Section 26A-3(2)(a) of the Code.

The parties hereby acknowledge that the amounts of the Jobs Payments as set forth above are based upon Gross Floor Areas as estimated in the Plan. If the Gross Floor Area of any phase, as determined by the Authority based on a certification, if available, by the Project Architect (as identified in the Plan) differs from the above-stated estimate, the Applicant shall adjust the amount of

the Jobs Payment for such phase in accordance with Article 26B of the Code to reflect the change in Gross Floor Area, provided that a reduction in any Jobs Payment already paid shall be in the form of a credit against future Jobs Payment obligations of the Applicant, if any.

3.5 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions contained in Section 3.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Jobs Payment as set forth in Section 26B-3(1) of Article 26B of the Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Code after the date of approval of the Plan by the Board of the Authority, shall not in any way affect the Jobs Payment determined in accordance with Section 3.1 of this Agreement.

3.6 Jobs Payment Date. The Jobs Payment Date for each phase shall be the Housing Payment Date for such phase.

3.7 Non-Accrual of Jobs Payment. If a building permit is not granted for a given phase, or if construction of such phase is abandoned after a building permit is obtained and prior to the Construction Commencement Date (as defined in Section 2.8 of this Agreement) for such phase, or if a building permit for such phase is revoked or lapses and is not renewed prior to the Construction Commencement Date for such phase, then the Applicant shall have no responsibility for the Jobs Payment with respect to such phase and any portion of the Jobs Payment with respect to such phase paid by the Applicant shall be credited against future Jobs Payments, if any, due from Applicant.

3.8 Condition for Building Permit Issuance. In order to ensure prompt receipt of the required Jobs Payment or installment thereof, the Applicant acknowledges that the Inspectional Services Department will not issue a building

permit for a building or structure in a given phase until satisfactory evidence has been presented of the receipt by the Collector-Treasurer of the City of the required installment of the Jobs Payment or a Jobs Creation Agreement has been executed with the Jobs Trust.

ARTICLE 4. BINDING AGREEMENT AND LIABILITY

4.1 Binding Agreement. This Agreement is binding upon and enforceable against, and inures to the benefit of, the parties and their successors, assigns and legal representatives (including, without limitation, any successor owner or owners of the improvements on the Site). The parties agree that the Applicant has the right to transfer or assign its rights and interests in all or a portion of the Site and under this Agreement, to a successor in interest, provided that such successor assumes the obligations of the Applicant hereunder. For so long as any obligations of the Applicant hereunder shall remain outstanding, the Applicant shall provide to the Authority prior written notice of any sale or transfer of the right to construct the Project or any phase or phases thereof if prior to the completion thereof, the name and address of the successor to the Applicant hereunder, and a copy of the instrument pursuant to which the Applicant will assign such rights to such successor and such successor will assume the obligation of the Applicant hereunder. As a precondition to the transfer of all or any portion of the Project, a successor in title to Applicant with respect to all or any portion of the Project, other than a successor in which Prudential holds a financial and voting interest of twenty-five percent (25%) or greater, shall provide the Authority with security for payment of any payment liabilities hereunder with respect to such successor's portion of the Project in the form of a letter of credit equal to the total amount of such future payments, unless such letter of

credit requirement is waived by the Authority in writing. Any such letter of credit shall be for a period of not less than one year, and, if such payment liabilities remain outstanding, shall be extended not less than thirty (30) days prior to its expiration for a period of not less than one year in an amount of not less than the then outstanding payment liabilities. Such letter of credit, as thus extended, shall be further extended in the same manner and subject to the same conditions as many times as necessary until all such obligations have been satisfied. Any such letter of credit shall provide that it is payable to the Authority upon presentation to the issuer of a certificate by the Director of the Authority stating that (i) a payment obligation secured by the letter of credit has not been timely satisfied or (ii) the letter of credit, as the same may have been extended, has not been extended, or further extended, as the case may be, prior to thirty (30) days before expiration, as required above. No holder of a mortgage on any or all of the buildings, phases or portions of the Project or the Site, as the case may be, shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Applicant hereunder unless and until such holder acquires title to the applicable building, phase or portion of the Project or the Site by foreclosure or deed in lieu of foreclosure, and, in such instance, such holder's liability shall be limited as set forth in Section 4.2 below.

4.2. Personal Liability. Provided that the provisions of Section 4.1 of this Agreement relevant to any conveyance of all or a portion of this Project have been complied with to the extent applicable, neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns (including, without limitation mortgagees) shall be personally or individually liable under this Agreement beyond its or their interest in the Project or portion thereof, as the

case may be, nor shall it or they be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project or portion thereof, as the case may be, but this Section 4.2 shall not prohibit or limit an action seeking an injunction or similar remedy or specific enforcement of the Applicant's obligations under this Agreement.

4.3 Limited Undertaking. Nothing in this Agreement shall be construed as an undertaking by the Applicant to construct or complete the Project or any phase thereof. The sole obligation of the Applicant is to adhere to the Plan if a phase is undertaken by Applicant, and to fulfill the monetary and other obligations attributable to any phase so undertaken, as set forth in this Agreement or in the Cooperation Agreement executed by the parties concurrently herewith, or other agreement executed by the parties in connection with the Project. No default with respect to a given phase under said agreements, shall be deemed to affect any approval or permission given by the Authority with respect to a phase of the Project for which construction is already completed.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1 Amendment; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto except as otherwise provided herein. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their successors, assigns, and legal representatives (including, without limitation, any successor owner or owners of the improvements), and the Housing Trust and the Jobs Trust as third party beneficiaries, and shall not be affected by any

subsequent amendment or repeal of Article 26A or Article 26B of the Boston Zoning Code or court decision having the effect of an amendment or repeal of Article 26A or Article 26B of the Code.

5.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 or Article 26A or Article 26B of the Code as in existence on the date hereof, unless otherwise provided.

5.3 Notice. All notices and other communications under this Agreement must be in writing and must be hand delivered, delivered by recognized overnight delivery service or mailed by certified or registered mail, return receipt requested, to the parties at the following addresses or such there address as each may have specified to the other by such a notice:

Authority: Boston Redevelopment Authority
Director's Office
One City Hall Square
Boston, Massachusetts 02201

with a copy to: Boston Redevelopment Authority
Chief General Counsel
One City Hall Square
Boston, Massachusetts 02201

Applicant: The Prudential Insurance Company of America
Prudential Property Company, Inc.
Prudential Center / Suite 4800
Boston, Massachusetts 02199
Attention: Robert J. Walsh, Regional Vice President

with a copy to: Prudential Property Company, Inc.
Prudential Center / Suite 4800
Boston, Massachusetts 02199
Attention: Daniel J. Mullen, Regional Counsel

with a copy to: Goodwin, Procter & Hoar
Exchange Place
Boston, Massachusetts 02109
Attention: Joseph W. Haley, Esq.

Any such notice shall be deemed to have been given when it is received or on the date shown on a receipt of the delivery service that such delivery was refused during normal business hours.

5.4 Certificate of Compliance. To the extent applicable, the Authority hereby agrees to assist the Applicant in obtaining from the Collector-Treasurer of the City, upon the satisfaction by the Applicant of its Housing Linkage Payment and Jobs Payment obligations for a given phase or the entire Project, within 10 business days after a request by the Applicant, a certification, in recordable form, that said Housing Linkage Payment and Jobs Payment obligations have been satisfied by the Applicant through payments made to the Collector-Treasurer and that the Applicant has no further liability for said Housing Linkage Payment and Jobs Payment obligations.

5.5 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that, by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B of the Code insofar as satisfaction of the requirements of those Sections is a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Site.

5.6 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

5.7 Severability. Each and every agreement contained in this Agreement shall be construed to be a separate and independent agreement. If any term or provision of this Agreement of the application thereof to any person or

circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By: _____
Stephen Coyle, Director

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA

By: _____
Robert J. Walsh
Regional Vice President

Exhibit A - Development Plan
Exhibit B - Legal Description of Site

EXHIBIT B

Description of Project Site

A certain parcel of land situated in Boston, Suffolk County, Massachusetts, shown on a plan entitled "Prudential Center Plan of Land in Boston, Massachusetts Suffolk County", Dated August 28, 1989 by Gunther Engineering, Inc. and bounded and described according to said plan as follows:

NORTHERLY	by Boylston Street, 996.88 feet;
WESTERLY	by Lot 5 shown on Land Court Plan No. 28611-C, 125.34 feet;
NORTHERLY	again by Lot 5, 8 feet;
WESTERLY	again by Lot 5, 241.42 feet;
NORTHERLY	again by Lot 5, 28.58 feet;
WESTERLY	again by Lot 5, 120.58 feet;
NORTHERLY	again by Lot 5, 153.92 feet;
EASTERLY	again by Lot 5, 77.00 feet;
NORTHERLY	by John B. Hynes Veteran's Memorial Auditorium, 342.28 feet;
WESTERLY	by Dalton Street, 257.40 feet;
SOUTHERLY	by Belvidere Street, 567.77 feet;
SOUTHWESTERLY	again by Belvidere Street, 21.18 feet;
SOUTHWESTERLY	by a curved line having a radius of 135.96 feet, a distance of 49.58 feet by Belvidere Street;
SOUTHWESTERLY	again by Belvidere Street, 3.86 feet;
SOUTHERLY	by Belvidere Street at the intersection with Huntington Avenue, by a curved line having a radius of 108.14 feet, a distance of 122.41 feet;
SOUTHEASTERLY	by Huntington Avenue, a distance of 791.66 feet;

SOUTHEASTERLY again by Huntington Avenue, by a curved line
 having a radius of 290 feet, a distance of
 99.79 feet;

SOUTHEASTERLY again by Huntington Avenue, 222.91 feet;

EASTERLY by the intersection of Huntington Avenue and
 Exeter Street, by a curved line having a radius
 of 20 feet, a distance of 21.63 feet;

EASTERLY by Exeter Street, 395.77 feet;

NORTHWESTERLY by land now or formerly of Hotel Lenox of
 Boston, 100 feet;

EASTERLY by land now or formerly of Hotel Lenox of
 Boston, 156 feet.

Containing, according to said plan, 1,080,211 square feet, more or
less, or 24.798 acres, more or less.

Together with all rights, easements and appurtenances thereto.

**COOPERATION AGREEMENT
FOR
PLANNED DEVELOPMENT AREA NO. 37
PRUDENTIAL CENTER**

This COOPERATION AGREEMENT ("Agreement") is made as of _____, 1989 between the BOSTON REDEVELOPMENT AUTHORITY the ("Authority") a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board for the City of Boston, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA ("Prudential"), a New Jersey corporation, with an address at Prudential Center, Suite 4800, Boston Massachusetts 02199, and its successors, assigns and legal representatives (collectively, the "Applicant"); the Authority and the Applicant, collectively, shall be referred to herein as the parties.

WHEREAS the Applicant has submitted to the Authority an application for a planned development area designation for the area of land located in Boston's Back Bay District known as the Prudential Center which is bounded generally by Boylston Street, Exeter Street, Huntington Avenue, Belvidere Street and Dalton Street, all as more particularly described in Exhibit A attached hereto (hereinafter called the "Project Site"). That application includes the Development Plan/Development Impact Project Plan for Planned Development Area No. 37 (the "Plan") approved by vote of the Authority, a copy of which Plan is attached hereto as Exhibit B. That application also includes related documents including this Cooperation Agreement and the Development Project Agreement ("DIP Agreement").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ZONING DESIGNATION. The Authority will petition the Zoning Commission of the City of Boston ("BZC") on behalf of the Applicant to designate the Project Site as a Planned Development Area ("PDA") under the Boston Zoning Code (the "Code"). The Authority agrees to support the adoption of the PDA for the Project Site. The Authority agrees that prior to completion of the last phase of the Project so long as the Applicant or its successors in title are proceeding with the Project in compliance with the schedule set forth in the Plan, as that term is hereinafter defined, it shall not submit any other petition to the BZC requesting any changes to the zoning designation for the Project Site without the prior approval of the Applicant.

2. PLANNING AND DESIGN CONSISTENCY. The Applicant shall continue to plan and design the Project Site in a manner consistent with the Plan. The Plan provides for the addition of approximately 1,834,000 net new square feet of new offices, retail spaces and housing to the site through selective redevelopment of existing areas and the creation of new structures all as more particularly set forth in the Plan (the "Project"). No structure shall be erected, reconstructed, or structurally changed or extended in the Project Site, unless all drawings and specifications therefor shall have been subject to the design review and approved by the Authority as consistent with the Plan. Further, the Applicant shall not cause or permit any substantial change or extension of any use of the Project Site unless the same shall have been approved by the Authority as consistent with the Plan.

3. ARTICLE 31. The Applicant is in the process of completing a development review in accordance with Article 31 of the Code, the Scoping

Determination made by the Authority as of September 1, 1988, and the Preliminary Adequacy Determination made by the Authority as of August 30, 1989. The Final Project Impact Report ("FPIR") was submitted to the Authority on November 13, 1989 and notice of that submission was published in the Boston Herald on November 21, 1989. The Authority shall make an Adequacy Determination on the FPIR in a timely manner in accordance with the provisions of Article 31. The Applicant shall not proceed with the Project until such Adequacy Determination is made. Pursuant to Section 31-5.6 of the Code, the Authority may condition such Final Adequacy Determination on the provision of additional information or the completion of additional studies and mitigation measures, provided that such requirements are within the breadth of the Scoping Determination as it may have been modified by the Preliminary Adequacy Determination. The Applicant shall mitigate the adverse impacts of the Project to the extent economically practicable, as described in the FPIR.

Reference is made to the fact that the Applicant intends to locate vents for the parking garage on the roof of the retail level of the Project, but that final vent design and locations have not been determined. The Applicant shall submit to the Authority plans showing vent design and locations, together with relevant engineering data, as part of the development review process, described in Section 4 of this Agreement. At the time the Applicant submits such plans, the Applicant shall also submit air quality modelling data prepared in accordance with protocols approved by the Authority, which data shall include predicted one-hour and eight-hour carbon monoxide concentrations in 1994 and 1999 at receptor locations at each of the major accessible open spaces located at the deck level of the Project Site, at the lowest balcony level on the north and south sides of the Gloucester Apartment Building, and at such other locations as the Authority may

reasonably require. The Authority shall not approve a vent plan unless such data indicates that such venting shall not cause an exceedance of National Ambient Air Quality Standards for carbon monoxide at the designated receptor locations in 1994 and 1999. The Authority shall make available any such vent plan and air quality data to the Prudential Project Advisory Committee ("PruPAC"), and to representatives of tenants of the Prudential Center, as part of PruPAC's ongoing participation in the development review process, as described in Section 4 hereof.

In addition, the Applicant shall submit air quality modelling data for receptor locations, approved by the Authority, at the Massachusetts Avenue/Newbury Street and the Berkeley Street/Beacon Street intersections. The data shall predict one-hour and eight-hour carbon monoxide concentrations in 1994 and 1999 and shall be prepared in accordance with the intersection modelling protocol applicable to other intersections analyzed in the FEIR/FPIR for the Project. The data shall be submitted not later than the date on which Phase I Contract Documents are submitted to the Authority for approval. In the event such data indicates an exceedance of National Ambient Air Quality Standards, the Authority may require additional mitigation consistent with applicable standards set forth in Article 31 of the Code.

4. BRA DEVELOPMENT REVIEW. The parties hereby agree that the development review process required by the Plan to be observed by the parties shall be as set forth in the Authority's "Development Review Procedures" dated 1985, revised 1986, as such procedures may from time to time be modified by the Authority ("Development Review Procedures"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Procedures. Throughout the development review process discussed herein, it shall be the Applicant's responsibility to notify the Authority of proposed

material changes in design or materials to interior public spaces, including lobbies and arcades, open spaces, streetscape improvements, landscaping, roofscapes, and exterior features of buildings and structures from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions), and to obtain approval from the Director of the Authority prior to incorporating them into the drawings and specifications. The Authority shall perform its functions under the Development Review Procedures and under this paragraph promptly and with all reasonable dispatch. The PDA Submissions, as the term is defined in Section 5, include the Schematic Review Submissions for Phases 1, 2, and 3 of the Project and are complete as set forth in Section 5 of this Agreement. Further submissions to the Authority on Phases 1, 2, and 3 under the Development Review Procedures will consist of Design Development Submissions and Contract Document Submissions. The Authority shall use its best efforts to notify the Applicant of its approval, conditional approval or disapproval (and the reasons therefor in the case of conditional approval or disapproval) of each submission, or request further information regarding such submission, within 15 business days after receipt thereof. Schematic Review Submissions for later phases (Phases 4 and 5) have not been made. The Authority shall use its best efforts to notify the Applicant of its approval, conditional approval or disapproval (and the reasons therefor in the case of conditional approval or disapproval) of each Schematic Review Submission, or request further information regarding such submission, within 15 business days after submission, provided however that this 15-day period shall be extended by the period of any mandated review by the Boston Civic Design Commission or other body having design review authority under the Boston Zoning Code. The Authority may waive such of its procedures and requirements as it deems appropriate.

The Applicant acknowledges that PruPAC will continue to advise the Authority in connection with further planning of the Project and will review implementation of these plans until construction of the Project is completed, pursuant to Section IV(A) of the Memorandum of Understanding between the Authority and PruPAC, dated October 31, 1988, as amended. The Applicant shall notify PruPAC of any variance, exception, modification to the Development Plan, text or map amendment, or other form of zoning relief that the Applicant may seek in connection with the Project or the Project Site on or before the date on which the Applicant first formally petitions or applies for such relief, such notification obligation to remain effective until the completion of construction of the Project.

5. DESIGN SUBMISSIONS FOR PDA. The Authority hereby acknowledges that the plans and other materials ("PDA Submissions") submitted by the Applicant as part of the Plan and listed in Exhibit B to the Plan satisfy all submission requirements applicable to Development Plan Approval under the Authority's Zoning Procedures for Planned Development Area Designation and the Schematic Review requirements under the Authority's Development Review Procedures for Phases 1, 2, and 3 of the Project.

6. CONSTRUCTION REVIEW. Once the Contract Documents have been approved for each phase of the Project, the only further submissions to be made by the Applicant to the Authority for review and approval hereunder will be those set forth in the Development Review Procedures. The Authority shall use its best efforts to notify the Applicant of its approval, conditional approval, or disapproval (and its reasons therefor in the case of conditional approval or disapproval) of each submission, or request further information concerning such submission, within 15 business days after receipt thereof. The Authority shall

perform its functions under this paragraph promptly and with all reasonable dispatch. The Authority may waive such of its procedures and requirements as it deems appropriate.

7. PERMITS AND LICENSES. The Authority shall informally advise the Applicant concerning, and shall actively cooperate with and publicly support, the Applicant's efforts to obtain from the appropriate municipal, state and federal bodies and agencies, all such permits, licenses and approvals and exceptions, variances, special orders and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes which may be necessary or convenient in order to carry out the development of the Project in the most expeditious and reasonable manner in accordance with the Plan.

8. COMPLETION OF PHASES. The buildings, structures, and improvements contemplated by the Development Plan shall be deemed completed when the Applicant has substantially completed construction of the exteriors of the same, the public lobbies, entrances, arcades, interior public spaces, open spaces, landscaping, and street improvements all in substantial accordance with approved construction documents and the same are substantially ready for occupancy, except for (i) minor items of work and adjustment of equipment and fixtures which can be completed after occupancy has occurred, viz., so-called punchlist items, (ii) landscaping and other similar work which cannot then be completed because of climatic conditions, and (iii) with respect to office, retail and other tenant space, items of work normally left for completion pursuant to the requirements of specific occupancy agreements and interior work to be performed to tenants' specifications.

In order to ensure the timely completion of mitigation measures and public improvements and the satisfaction of other of the Applicant's obligations with

respect to each phase, the following provisions shall apply. The Applicant shall not be entitled to a certificate of occupancy with respect to any building or improvement in a given phase, other than with respect to those areas intended for use by the general public, until the Applicant shall have completed or satisfied the following with respect to such phase:

- (i) All transportation mitigation measures in the nature of capital improvements, funding for capital improvements, and funding for traffic and parking enforcement required in the Transportation Access Plan Agreement (as that term is used in Section 11 hereof) or the Plan, to be completed prior to or as of the completion of said phase;
- (ii) All improvements and structures intended for use by the general public, including without limitation, on-site and off-site streetscape improvements and interior and exterior public spaces, identified by the Plan as part of said phase;
- (iii) All monetary obligations of the Applicant as required by the DIP Agreement and this Agreement to be paid as of or prior to the completion of said phase.

The foregoing shall not apply to the actions that cannot be taken or obligations that cannot be satisfied for reasons beyond the Applicant's reasonable control (except that financial inability on the part of the Applicant shall not excuse performance in any event). Further, in lieu of completing a specific improvement or improvements the Applicant may notify the Authority not later than thirty (30) days before the date on which it applies for a certificate of occupancy that it cannot reasonably complete said improvement(s) prior to said application and that it agrees to construct and complete said improvement(s) with all reasonable diligence thereafter. Concurrently with such notice, the Applicant shall place in escrow with the Authority funds equal to one hundred fifty percent (150%) of the reasonable estimated full cost of completing said improvement(s), subject to the agreement that, if the Applicant fails to complete said improvement(s) with reasonable diligence or, in any event, within one (1) year

after the date of said notice, the Authority may cause said improvements to be completed and apply said escrowed funds to such purpose. Any escrowed funds unused as of the completion of said improvement(s) shall be returned promptly to the Applicant without interest. If the actual cost of completing said improvement(s) exceeds the amount of the escrowed funds, the Applicant shall promptly reimburse the Authority for the difference upon presentation of an invoice therefor. The escrowed amount and the form of the escrow agreement shall be subject to the Authority's approval, which it shall not unreasonably withhold or delay.

If, pursuant to the foregoing, the Applicant shall not be entitled to a certificate of occupancy, the Authority may submit a request to the Department of Inspectional Services that it withhold said certificate of occupancy. If the Department of Inspectional Services issues said certificate of occupancy notwithstanding the Authority's request, then the Applicant hereby agrees that it shall not cause or permit the buildings or improvements (other than areas intended for use by the general public) covered by said certificate of occupancy to be used or occupied, except for construction-related purposes, until the Authority notifies the Applicant in writing that it has withdrawn such request. The Authority shall promptly so notify the Applicant upon the Applicant's fulfillment of the conditions for the issuance of said certificate of occupancy, as set forth above. The foregoing shall be without limitation or prejudice to any conditions or requirements that may be imposed by the Department of Inspectional Services in connection with such certificate of occupancy.

9. PUBLIC IMPROVEMENTS. In the Plan, the Applicant has provided a description of public improvements constituting a part of the Project together with a description of the phase in which each public improvement is included.

10. PUBLIC BENEFITS.

DEVELOPMENT IMPACT PROJECT CONTRIBUTIONS.

DIP Contribution

As required by Section 26A-3 of the Code, the Applicant is, concurrently herewith, entering into a DIP Agreement with the Authority and shall make a Development Impact Project Contribution in the amount of \$7,275,000, as more particularly set forth in the DIP Agreement. The Applicant anticipates utilizing the Housing Creation Option in making such contribution, as more fully described in the DIP Agreement.

Jobs Contribution

As required by Section 26B-3 of the Code, the Applicant shall also make a Jobs Contribution Grant in the amount of \$1,455,000 as more particularly set forth in the DIP Agreement.

Affordable Housing Contribution

Under Section 41-14(1) of the Code, the Applicant is required either (i) to ensure that at least ten percent (10%) of the dwelling units proposed in the Development Plan are Affordable, as that term is defined in Article 41, or (ii) make grants to assist the construction or preservation of dwelling units off-site equivalent to twenty percent (20%) of the number of dwelling units to be constructed on the site. The dwelling units proposed for the Project Site will be sold at market rates and none of the units are expected to meet the definition of "Affordable" included in Article 41 of the Code.

The Applicant therefore will provide an affordable housing grant to the Neighborhood Housing Trust, or other designee of the Authority, of \$1,116,000

based on current rates of assistance provided for affordable housing projects.

The amount of the grant will be as follows:

Number of housing units to be constructed on site	285
Number of off-site housing units required to be assisted	57
Negotiated per unit assistance	\$19,578.95
Affordable Housing Grant	\$1,116,000

Such Affordable Housing Grant shall be made in three (3) installments payable as follows:

1. \$328,926 payable on the date of issuance of a building permit for the Belvidere Street Residential Building.
2. \$305,432 payable on the date of issuance of a building permit for the Boylston Street West Residential Building.
3. \$481,642 payable on the date of issuance of a building permit for the Boylston Street East Residential Building.

Payment of such Affordable Housing Grant in accordance herewith shall satisfy all obligations of the Applicant pursuant to said section of the Code.

Child Care Facilities

In accordance with proposed Section 41-17 of the Code, the Applicant must provide 12,000 square feet of new child care facilities. At least 4,000 square feet of such facilities must be located on-site, with the remainder permitted to be located either on-site or off-site in the vicinity of the Project within the zoning

district, South End neighborhood, or Back Bay neighborhood. The Applicant proposes to go well beyond this by providing and overseeing the operation of two child care centers on-site in space totaling 14,800 square feet.

Other Public Benefits

In recognition of the impacts of the Project, the Applicant shall make available funds for grants totalling \$1,384,000 for community benefit programs and initiatives. The manner in which such funds shall be paid, held, and administered and grants awarded shall be as set forth in Exhibit C, attached hereto.

Streetscape and Open Space Improvements

The Project shall include the construction of new sidewalks and the installation of street trees and street furniture on the north side of Huntington Avenue, south side of Boylston Street, east side of Belvidere Street and west side of Exeter Street. In addition, the entire right-of-way along East Ring Road shall be improved for pedestrians and drivers. A more detailed description of these improvements, the phase in which they are to be constructed, and the approximate date for completion of the phase are more particularly set forth in the Plan.

Infrastructure Improvements

The Applicant shall make major improvements to the Boston Water and Sewer Commission Distribution Network in the vicinity of the site including a new 24-inch sanitary sewer line along Huntington Avenue which will permit the abandonment of the sewer syphon system that currently passes under the Prudential Center and the Massachusetts Turnpike. Water lines will be looped in the area of the site. On site, the Applicant shall take significant measures to

conserve electrical energy and reduce steam consumption and to encourage the recycling of solid wastes. A more detailed description of the work together with the phase with which it is associated and the approximate timing of the completion of the phase is more particularly set forth in the Plan and FPIR.

11. TRANSPORTATION. The Applicant shall, prior to obtaining any building permit the Project, enter into a Transportation Access Plan Agreement between it and the Boston Transportation Department ("BTD") to mitigate adverse transportation impacts identified in the Transportation Access Plan referred to in the FPIR for the Project. It is the Applicant's intent, subject to further negotiation with the BTD, that the Transportation Access Plan Agreement shall obligate the Applicant to undertake the following and other mitigation actions:

- (i) Funding in the amount of not less than \$424,000 for capital improvements approved by BTD to Huntington Avenue, the Dalton and Belvidere Streets intersection, and Massachusetts Avenue;
- (ii) Funding in the amount of not less than \$526,000 for traffic control officers at critical intersections in the vicinity of the project;
- (iii) Funding in the amount of not less than \$50,000 for a comprehensive South End transportation study; and
- (iv) Reconstruction as part of Phase 1 of the entrance to the Prudential Green Line station on the north side of Huntington Avenue to provide an indoor route from the Prudential Center to the mezzanine level of the station and to provide new external entry points.

12. RESIDENT CONSTRUCTION EMPLOYMENT PLAN. Prior to obtaining a building permit for the first phase of the Project, the Applicant will execute a Boston Residents Construction Employment Plan ("Employment Plan"), consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy, dated, July 12, 1985, and satisfactory to the Mayor's Office of Jobs and Community Services, which Employment Plan

shall set forth in detail the Applicant's plans to ensure that its general contractor, and those engaged by said general contractor for construction of the Project on a craft-by-craft basis, use best efforts to meet the following Boston Residents Construction Employment Standards: (1) at least fifty (50) percent of the total employee worker hours in each trade shall be by bona fide Boston residents; (2) at least twenty-five (25) percent of the total employee worker hours in each trade shall be by minorities; and (3) at least ten (10) percent of the total employee worker hours in each trade shall be by women. Said Employment Plan shall include provisions for monitoring, compliance and sanctions. Worker hours as defined in said Employment Plan, shall include on-the-job training and apprenticeship positions.

13. EMPLOYMENT OPPORTUNITY PLAN. Prior to obtaining the building permit for the first phase of the Project, the Applicant shall execute a Memorandum of Understanding and a First Source Agreement in connection with the Project satisfactory to the Mayor's Office of Jobs and Community Services. The Memorandum of Understanding shall include an Employment Opportunity Plan which presents the Applicant's good faith efforts to provide that fifty (50) percent of certain employment opportunities created by the Project will be made available to Boston Residents. The First Source Agreement with the Mayor's Office of Jobs and Community Services shall provide for the Applicant to use the services of the Private Industry Council sponsored "Boston for Boston" placement office employment referral before embarking on a general recruitment effort to fill entry-level positions within the Project.

14. GROUND WATER MONITORING. Prior to obtaining any building permit for the Project, the Applicant shall prepare and implement a ground water monitoring plan acceptable to the Authority and consistent with the applicable

provisions of the FPIR/FEIR for the Project. Said plan shall provide for the prompt release of monitoring data, upon request, to members of the general public. A proposed plan shall be submitted by the Applicant to the Authority for approval no later than ninety (90) days after the date hereof.

15. RESIDENTIAL TENANT PARKING. The Applicant shall make available, on request, parking spaces to residential tenants in occupancy at the Project Site as of January 1, 1990 ("Existing Residential Tenants") for parking of automobiles operated by Existing Residential Tenants. The Existing Residential Tenants' parking spaces shall be: (a) for self-parking and shall not involve or require tandem, stacked, or valet parking; (b) made available at fair market rates; and (c) located in part on the mezzanine level of the garage adjacent to the residential buildings and in part in enclosed areas on other levels of the garage in close proximity to the residential buildings. Parking spaces on the mezzanine level allocated to Existing Residential Tenants shall be for the exclusive use of Existing Residential Tenants. The Existing Residential Tenant parking areas on the non-mezzanine levels of the garage may be shared with valet or attended parking or with designated office tenants but not with the general public. The Applicant shall provide security for Existing Parking Tenant parking areas either through closed circuit television or through the provision of security guards. The provisions of this Section 15 shall expire and be of no further force and effect as of August 31, 2001.

16. COMPLETION OF NORTH/SOUTH PASSAGEWAY AND BOYLSTON STREET FACADE. Reference is made to the fact that Phase 1 of the Project includes the construction of the north/south pedestrian passageway from Huntington Street to the northern edge of the Prudential Tower as shown on Plan DP-23 referred to in Exhibit B to the Plan. If, having elected to construct

Phase 1, the Applicant elects not to construct Phase 4 or otherwise fails to commence construction of Phase 4 within thirty (30) months after the date specified for such construction commencement in the Development Schedule included in the Plan, then forthwith after such election or the expiration of such thirty-month period, whichever is earlier, the Applicant shall submit Schematic drawings to the Authority which drawings shall provide for (a) the northward continuation to Boylston Street of an improved passageway in character with the completed pedestrian passageways of the Project, but taking into account the absence of improvements that would otherwise have been constructed as part of Phase 4; and (b) the aesthetic improvement of that portion of the Boylston Street facade and streetscape of the Project included in Phase 4 in a manner reasonably satisfactory to the Authority so as to eliminate any unsightly conditions and to create an attractive facade and streetscape consistent with the applicable Boylston Street guidelines. Such drawings, and Design Development and Contract Document submissions for such northward continuation and aesthetic improvements shall be subject to review and approval by the Authority in accordance with the Development Review Procedures. Subject to such procedures, the Applicant shall carry out the design and construction of such northward continuation and aesthetic improvements with all reasonable diligence. The Applicant and the Authority agree to cooperate reasonably to achieve the substantial completion of said northward continuation and aesthetic improvements not later than thirty (30) months after the date specified in the Development Schedule set forth in the Plan for the completion of Phase 4, plus such additional time as shall equal any construction delays caused by fire, casualty, unusual and unforeseeable regulatory delays, or other factors beyond the reasonable control of the Authority or the Applicant (financial inability not excusing performance in any event).

Similarly, if having elected to construct Phase 1, the Applicant elects not to construct Phase 5 or otherwise fails to commence construction of Phase 5 within thirty (30) months after the date specified for such construction commencement in the Development Schedule included in the Plan, then forthwith after such election or the expiration of such thirty-month period, whichever is earlier, the Applicant shall submit Schematic drawings to the Authority which drawings shall provide for the aesthetic improvement of that portion of the Boylston Street facade and streetscape of the Project included in Phase 5 in a manner reasonably satisfactory to the Authority so as to eliminate any unsightly conditions and to create an attractive facade and streetscape consistent with the applicable Boylston Street guidelines. Such drawings, and Design Development and Contract Document submissions for such northward continuation and aesthetic improvements shall be subject to review and approval by the Authority in accordance with the Development Review Procedures. Subject to such procedures, the Applicant shall carry out the design and construction of such aesthetic improvements with all reasonable diligence. The Applicant and the Authority agree to cooperate reasonably to achieve the substantial completion of said aesthetic improvements not later than thirty (30) months after the date specified in the Development Schedule set forth in the Plan for the completion of Phase 5, plus such additional time as shall equal any construction delays caused by fire, casualty, unusual and unforeseeable regulatory delays, or other factors beyond the reasonable control of the Authority or the Applicant (financial inability not excusing performance in any event).

17. LATE PAYMENTS. In the event the Applicant fails to make any monetary payment required by this Agreement on or before the date due, the Applicant shall pay interest thereon at the rate of 1.5% per month for the period

commencing on date such payment was due and ending on the date full payment is made.

18. BINDING AGREEMENT. This Agreement is binding upon and enforceable against, and inures to the benefit of, the parties and their successors, assigns and legal representatives (including, without limitation, any successor owner or owners of the improvements on the Project Site). The parties agree that the Applicant has the right to transfer or assign its rights and interests in all or a portion of the Project Site and under this Agreement to a successor in interest provided that such successor assumes the obligation of the Applicant hereunder. For so long as any obligations of the Applicant hereunder shall remain outstanding, the Applicant shall provide to the Authority prior written notice of any sale or transfer of the right to construct the Project or any phase or phases thereof if prior to the completion thereof, the name and address of the successor to the Applicant hereunder, and a copy of the instrument pursuant to which the Applicant will assign such rights to such successor and such successor will assume the obligations of the Applicant hereunder. As a precondition to the transfer of all or any portion of the Project, a successor in title to Prudential with respect to all or any portion of the Project, other than a successor in which Prudential holds a financial and voting interest of twenty-five percent (25%) or greater, shall provide the Authority with security for payment of any payment liabilities hereunder with respect to such successor's portion of the Project in the form of a letter of credit equal to the total amount of such future payments, unless such letter of credit requirement is waived by the Authority in writing. Any such letter of credit shall be for a period of not less than one year, and, if such payment liabilities remain outstanding, shall be extended not less than thirty (30) days prior to its expiration for a period of not less than one

year in an amount of not less than the then outstanding payment liabilities. Such letter of credit, as thus extended, shall be further extended in the same manner and subject to the same conditions as many times as necessary until all such obligations have been satisfied. Any such letter of credit shall provide that it is payable to the Authority upon presentation to the issuer of a certificate by the Director of the Authority stating that (i) a payment obligation secured by the letter of credit has not been timely satisfied or (ii) the letter of credit, as the same may have been extended, has not been extended, or further extended, as the case may be, prior to thirty (30) days before expiration, as required above. No holder of a mortgage or any or all of the buildings, phases, or portions of the Project on the site, as the case may be, shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Applicant hereunder unless and until such holder acquires title to the applicable buildings, phase, or portion of the Project or Site by foreclosure or deed in lieu of foreclosure and in such instance, such holder's liability is limited as set forth in Section 19 below.

19. PERSONAL LIABILITY. Provided that the provisions of Section 18 of this Agreement relevant to any conveyance of all or a portion of the Project have been complied with, to the extent applicable, neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns (including, without limitation mortgagees) shall be personally or individually liable under this Agreement beyond its or their interest in the Project or portion thereof, as the case may be, nor shall it or they be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project, or portion thereof as the case may be, but this Section 19 shall not prohibit or limit

an action seeking an injunction or similar remedy or specific enforcement of the Applicant's obligations under this Agreement.

20. SEVERABILITY. Each and every agreement contained in this Agreement shall be construed to be a separate and independent agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

21. NOTICES. All notices and other communications under this Agreement must in writing and must be hand delivered, delivered by recognized overnight delivery service, or mailed by certified or registered mail, return receipt requested, to the parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

Authority: Boston Redevelopment Authority
Director's Office
One City Hall Square
Boston, MA 02201

with a copy to: Boston Redevelopment Authority
Chief General Counsel
One City Hall Square
Boston, MA 02201

Applicant: The Prudential Insurance Company of America
Prudential Property Company, Inc.
Prudential Center / Suite 4800
Boston, MA 02199
Attention: Regional Vice President

with a copy to: Prudential Property Company, Inc.
Prudential Center / Suite 4800
Boston, MA 02199
Attention: Regional Counsel

with a copy to: Goodwin, Proctor & Hoar
Exchange Place
Boston, MA 02109
Attention: Joseph W. Haley, Esq.

Any such notice shall be deemed to have been given when it is received or on the date shown on a receipt of the delivery service stating that such delivery was refused during normal business hours.

22. BRA APPROVAL. Whenever the consent or approval of the Authority is required hereunder or under the Development Review Procedures, such consent or approval shall not be unreasonably withheld or delayed, and wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority covenants not to be unreasonable with respect thereto.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as for Form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By: _____
Stephen Coyle, Director
Hereunto Duly Authorized

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By: _____
Robert J. Walsh
Regional Vice President

List of Exhibits

- Exhibit A - Legal Description of Project Site
- Exhibit B - Development Plan and Vote
- Exhibit C - Community Benefit Grant Procedure
- Exhibit D - Schedule of Community Benefit Grants

EXHIBIT C

Community Benefit Grant Procedures

In recognition of the impacts of the Project, the Applicant shall make available funds for grants totaling \$1,384,000 for community benefit programs and initiatives. Such funds, together with any accrued interest, shall be referred to herein as the "Funds." Grants shall be awarded in accordance with procedures to be prepared by the Committee (as hereinafter defined, which procedures shall be subject to the approval of the Authority and shall implement the following objectives:

1. The Funds shall be made available by the Applicant for grant-making purposes in five (5) installments, as follows:

Installment 1 (Phases 1 & 2) payable on issuance of building permit for Huntington Office Building	\$ 755,868
Installment 2 (Phase 3) payable on issuance of building permit for Belvidere Residential Building	\$ 159,394
Installment 3 (Phase 4a) payable on issuance of building permit for Boylston Office Building	\$ 195,831
Installment 4 (Phase 4b) payable on issuance of building permit for Boylston West Residential Building	\$ 113,254
Installment 5 (Phase 5) payable on issuance of building permit for Boylston East Residential Building	\$ 159,653
TOTAL	\$ 1,384,000

The Applicant shall make available the total amount indicated above for each installment as of the date indicated for such installment which amounts shall be placed in an interest-bearing account or otherwise appropriately invested with income accruity to the funds for use as provided herein. In addition, the Applicant shall pay promptly when due all fees, costs, and expenses associated with the administration of the Funds, provided that the Applicant shall not be required to pay fees, costs or expenses of individual members of the Committee, who shall serve without compensation. The intent of the foregoing is that the Funds, together with interest earned

thereon, shall be available for grant-making purposes, without deduction.

2. All grants shall be made to support organizations, programs, or purposes benefitting the citizens and neighborhoods of the city of Boston. Grants shall be awarded so as to maintain a fair balance of benefits to the neighborhoods impacted by the Prudential Center Redevelopment.

3. The Funds shall be administered and distributed by the Applicant or designee of the Applicant as advised by a committee of advisers constituted as set forth below:

The committee ("Committee") shall consist of five (5) members, as follows:

a. Three (3) members of PruPAC, designated by PruPAC;

b. Two (2) representatives of the City of Boston, designated by the Mayor.

4. Each grantee shall meet certain minimum standards to be considered for grants, which standards may include without limitation: qualifying as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code or as a public agency; having adequate staff to provide services and manage the organization; being in financially sound condition as evidenced by reasonable financial reporting and controls; and demonstrating ability to expend funds to accomplish public or charitable programs or purposes and to account therefor. Minimum standards adopted by the Committee shall be based on minimum standards commonly used by established grant-making foundations and shall not be applied in a discriminatory manner. Grantees failing to meet said standards because they are unincorporated or otherwise may apply to have grant funds contributed to and expended by a public agency on their behalf. A uniform application procedure shall be utilized, including a standard application form and published application deadlines, which procedure shall apply to Designated Recipients (as that term is defined below) and to other grant applicants, without distinction.

5. Attached hereto as Exhibit D is a schedule of grant recipients (collectively, "Designated Recipients") and grant amounts, as proposed by PruPAC. Such grants are presumed to be consistent with the purposes set forth in Paragraph 2. Promptly after its formation the Committee shall divide the grants described in Exhibit D into groups corresponding to the installments referenced in Section 1 of this Exhibit C. A single grant to a Designated Recipient may be split into parts to be funded from separate installments. The sum of all grants in a particular group shall not exceed the amount of the corresponding installment.

6. Each installment shall be distributed to grantees as follows:
- a. First, grants shall be awarded to each Designated Recipient assigned to such installment by the Committee provided such Designated Recipient has submitted a satisfactory application by the applicable deadline and has met the minimum standards for grantees, identified in Section 4 above. A grant to a Designated Recipient, pursuant to this paragraph a., shall not exceed the applicable grant amount specified in Exhibit D.
 - b. Any funds remaining from such installment after the grants described in paragraph a. above have been made may be awarded to one or more grantees, as selected by the Committee, which grantees have submitted satisfactory applications by the applicable deadline, have met the minimum standards for grantees identified in Section 4 above, and whose proposed uses of the grants are consistent with purposes identified in Section 2 above. Selections for grants made by the Committee shall be subject to the approval of the Applicant, which approval shall not be withheld or delayed unreasonably. The Committee shall base its selections on appropriate criteria including, without limitation: (a) nature and extent of benefit to impacted neighborhoods; (b) cost-effectiveness of proposal; (c) past performance of grant applicant; (d) breadth of existing community support for applicant; (e) effectiveness of grant in leveraging additional support for applicant; and (f) policy of maintaining a fair balance of benefits to impacted neighborhoods. A Designated Recipient may apply for some or all of such remaining funds as a supplement to a grant made pursuant to paragraph a. above or as a separate grant. Any such application shall be considered by the Committee on the same basis as applications from other grant applicants.
 - c. Any funds remaining from such installment after the grants described in paragraphs a. and b. above have been made shall be held until the distribution of the next installment, provided, that all of the funds from each installment shall be distributed to grantees in accordance herewith not later than two (2) years after such installment was made available.
7. The Committee members designated by PruPAC shall consult with PruPAC (a) prior to voting to grant funds from any installment to Designated Recipients other than on a prorata basis and (b) prior to voting to grant funds to any grantee other than a Designated Recipient.
8. Reasonable procedures shall be established and implemented to assure that grant funds are properly expended and duly accounted for. Such procedures shall be based on practices of established and active grant-making foundations.

EXHIBIT D
Designated Recipients *

Commonwealth Avenue Mall	\$ 140,000
South End Land Trust	100,000
Southwest Corridor Parkland Fund	40,000
Westland Triangle Park	40,000
Copley Square Maintenance Fund	75,000
St. Botolph Street Improvements	275,000
Boylston Street Improvements	150,000
IBA Daycare (Escuelita Taino)	100,000
Community Music School	50,000
Boston Center For the Arts	150,000
Ground Water Trust	50,000
Women's Educational & Industrial Union	39,000
Metropolitan Symphony	36,000
Youth Related Services	55,000
Central Boston Elderly Services	30,000
To Be Allocated	<u>54,000</u>

TOTAL	\$1,384,000
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* The Moreville House and BAC-YOU grant proposals are proposed to be funded through the inclusionary housing payments to be made available pursuant to section 41-14(1) of the Zoning Code.

M E M O R A N D U M

JANUARY 18, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAMELA WESSLING, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
THOMAS MAISTROS, PROJECT MANAGER

SUBJECT: REPORT AND DECISION AUTHORIZING: 1) THE SEPARATION
OF THE PRUDENTIAL PROJECT UNDER M.G.L. CHAPTER
121A AND ST. 1960, c. 652, AS AMENDED INTO THE
"RESIDENTIAL PROJECT" AND THE "REDEVELOPMENT
PROJECT" AND 2) THE TERMINATION OF THE CHAPTER
121A STATUS OF THE REDEVELOPMENT PROJECT.

EXECUTIVE
SUMMARY:

This memorandum requests that, in the matter regarding the separation of the existing Prudential Center Chapter 121A Project into two Chapter 121A projects, the "Residential Project" and the "Redevelopment Project," and the termination of the Redevelopment Project's Chapter 121A status, the Boston Redevelopment Authority approve in draft form the amendment entitled "Boston Redevelopment Authority Amendment to the Report and Decision on the Application of The Prudential Insurance Company of America for Authorization and Approval of a Project Under Massachusetts General Laws (Ter. Ed.) Chapter 121A, as amended, and Chapter 652 of the Acts of 1960 (Separation Amendment)" and the amendment entitled "Boston Redevelopment Authority Amendment to the Report and Decision on the Application of the Prudential Insurance Company of America for Authorization and Approval of a Project under Massachusetts General Laws (Ter.Ed.) Chapter 121A, as amended, and Chapter 652 of the Acts of 1960 (Termination Amendment)."

On December 14, 1989, a public hearing was held to consider the amendment to the Report and Decision. After the hearing a public comment period was held until January 5, 1990 at 5:00 P.M. during which time no written comments were submitted.

On December 14, 1989, a public hearing was held to consider two proposed amendments (the "Separation Amendment" and "Termination Amendment," respectively) to the Report and Decision, dated July 14, 1961, and subsequently amended, for the Prudential Center.

PRU/121A.MMO

January 18, 1990

The Separation Amendment would separate the Prudential Center Chapter 121A Project into two projects, the "Residential Project" and the "Redevelopment Project." The Termination Amendment would terminate the Chapter 121A status of the Redevelopment Project.

Attached in Tab 9 is the proposed Separation Amendment. Attached in Tab 10 is the proposed Termination Amendment. These documents are substantially the same versions presented to the BRA Board and made available to the public in connection with the December 14, 1989 public hearing. Minor technical changes have been made in the Termination Amendment to reflect comments received.

At the December 14, 1989 public hearing, the Board voted to take the matter under advisement and to allow a period for public comment until January 5, 1990. No written comments were received during this period on the proposed amendments.

Because there have been no substantive changes in the proposed Separation Amendment or Termination Agreement since the December 14, 1989 Board hearing, the following discussion of the content and need for such amendments is identical to that contained in the staff memorandum to board regarding the two amendments, dated December 14, 1989.

The Prudential Center, located in the Back Bay, was approved under Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960. The Boston Redevelopment Authority ("BRA") voted to adopt a Report and Decision on the Chapter 121A Application of the Prudential Insurance Company of America ("Prudential") on August 14, 1961.

Since that time there have been a number of amendments to the project, the most recent of which was approved by the BRA on December 30, 1983. Prudential requests the separation of the existing Prudential Center Chapter 121A Project into two Chapter 121A projects, the "Residential Project" and the "Redevelopment Project" as shown on the plans attached hereto as Exhibit A, and, subsequent to the separation, Prudential has requested that the Chapter 121A status of the Redevelopment Project be terminated.

The site area of the Prudential Center (the "Center") is approximately 24.8 acres and is bounded by Boylston Street,

January 18, 1990

Exeter Street, Huntington Avenue, Belvidere Street and Dalton Street, excluding properties owned by the Massachusetts Convention Center Authority and the Lenox Hotel.

Although the termination of the Redevelopment Project's Chapter 121A status would mean that the restrictions of Chapter 121A would no longer apply to the non-residential portion of the Center, the Prudential Center redevelopment would still be subject to substantial review and regulation under the applicable PDA and Article 31 review process.

Prudential is proposing to redevelop the Prudential Center. In this connection it submitted, pursuant to Article 31 of the Boston Zoning Code, a Project Notification Form on June 28, 1988, a Draft Project Impact Report on April 12, 1989, and a Final Project Impact Report on November 14, 1989. The proposed project involves the construction of approximately 1.8 million square feet including two new office buildings, new and redeveloped retail space, 282 residential units, two on-site childcare centers, and reconfigured below-grade parking.

A revitalized Prudential Center offers additional benefits. The Redevelopment Project is anticipated to generate approximately \$9.3 million in annual new tax revenues, 2,200 construction jobs, 5,600 permanent jobs, \$8.87 million in housing and jobs linkage funds, new day care space, substantial streetscape improvements, and other public benefits for neighborhood residents.

In order to carry out the project, Prudential has requested that it be permitted to redevelop without the limitations imposed by its Chapter 121A status. Prudential is concerned with the strict statutory limitations on the sale of interests in, and distributions of dividends from a Chapter 121A Project preventing Prudential from seeking co-investors to help finance the project.

During the review process that accompanied the preparation of the Development Plan, the Prudential Center's residents expressed concerns about their rights if the Chapter 121A status of the residential portion of the Center were terminated. Mayor Flynn expressed his support for the concerns of the tenants and the City's commitment to protect their rights. Consequently, it was agreed that termination of the Center's Chapter 121A status would exclude the Residential Project, which would remain subject to Chapter 121A.

January 18, 1990

Chapter 121A expressly provides for the BRA to approve applications for change and for the sale of portions of Chapter 121A projects. As such, the division of a single project into two or more separate projects was within the contemplation of the General Court when it enacted Chapter 121A.

The separation of the Center into two Chapter 121A projects and subsequent termination of the Chapter 121A status of the Redevelopment Project is desirable for two reasons. First, by isolating the residential component of the Center as a separate project, the BRA could terminate the Chapter 121A status of the remainder of the Center without disturbing the protection afforded the Center's residential tenants under Chapter 121A.

Second, by separating the Center into two Chapter 121A projects and retaining the Residential Project's Chapter 121A status, the City of Boston (the "City") will realize significantly larger tax benefits from the Residential Project. Because of tax classifications and Chapter 59, residential property is taxed at a lower rate than commercial property. Currently, the 1990 FY tax rate for residential property in the City is \$8.45 per thousand dollars of fair market value. Under Chapter 121A, Section 10, the Prudential is taxed at a rate of \$10.00 per thousand dollars of fair market value of the Center plus five percent (5%) of gross income from all sources. Therefore, the City will realize greater revenue by having the Residential Project remain under Chapter 121A.

The Residential Project will continue to be operated as a multi-unit residential apartment complex. Prudential has indicated that, if so directed by the BRA, it will deliver a written assurance to the residential tenants that the rental status of the Residential Project will not be modified through conversion to cooperatives or condominiums through the remaining period during which the Residential Project remains subject to Chapter 121A. Prudential has also provided assurances, to be memorialized through the Cooperation Agreement for the project, that the tenants of the Residential Project will continue to have rights of access through lobbies and existing elevators, and the parking needs of the residential tenants and their visitors and guests will continue to be met through monthly parking arrangements, in an enclosed section of the garage on a shared-use basis, and through provision of a reserved parking area for visitors and guests.

January 18, 1990

The significance of the factors precluding the Redevelopment Project from being developed under Chapter 121A, and the generation of the public benefits mentioned above, indicate that it is in the public interest to terminate the Redevelopment Project's Chapter 121A status.

In the opinion of the Chief General Counsel, the proposed separation would not represent a fundamental change for the purposes of Chapter 121A. However, the proposed termination would represent a fundamental change for such purposes, and as such, the Prudential's application for termination must be treated as would an application for the original approval of a project under Chapter 121A.

Public Comment

At the December 14, 1989 Board hearing, testimony was received from the Prudential Apartment Association ("PAA") -- the group most concerned with the retention of Chapter 121A protection for the residential buildings of the Prudential Center. The PAA expressed its full support for the separation and termination as provided in the attached documents. No testimony against the proposed separation and termination was given and no subsequent written comments have been received by the BRA.

Conclusion

Due to the importance of the Project, the practical requirement that the Chapter 121A status of the Redevelopment portion of the site be terminated, the need to protect the residents of the Prudential Center through the retention of the Chapter 121A status of the residential portions of the site, and the support for the separation/termination proposal from the residents of the Prudential Center, the BRA staff recommends that the Board approve in draft form the Separation Amendment and the Termination Amendment, as attached hereto, and adopt the same following the expiration of the sixty (60) day legal challenge period referred to in 301 C.M.R. 11.10 (2) (regulations implementing the Massachusetts Environmental Policy Act.)

An appropriate vote follows:

January 18, 1990

VOTED: That the Boston Redevelopment Authority hereby approves in draft form the amendment attached hereto entitled "Boston Redevelopment Authority Amendment to the Report and Decision on the Application of The Prudential Insurance Company of America for Authorization and Approval of a Project Under Massachusetts General Laws (Ter. Ed.) Chapter 121A, as amended, and Chapter 652 of the Acts of 1960 (Separation Amendment)" in the form attached as Exhibit A and the amendment entitled "Boston Redevelopment Authority Amendment to the Report and Decision on the Application of the Prudential Insurance Company of America for Authorization and Approval of a Project under Massachusetts General Laws (Ter. Ed.) Chapter 121A, as amended, and Chapter 652 of the Acts of 1960 (Termination Amendment)" in the form attached as Exhibit B, which amendments shall not be effective until the Boston Redevelopment Authority adopts such amendments following the expiration of the sixty (60) day legal challenge period provided for in 301 C.M.R. 11.10 (2).

ATTACHMENTS:

Tab 9:	Separation Amendment
Tab 10:	Termination Amendment

Comments Received on Prudential FPIR

1. November 14, 1989 Ann Hershfang
2. November 17, 1989 Louis I. Kane, Au Bon Pain
3. November 29, 1989 Lawrence Bianchi, Codman Associates
4. December 23, 1989 Frederick Moscowitz - 88 Exeter Street
5. December 26, 1989 Csaplar & Bok (Lenox & Coply Sq. Hotels)
6. November 27, 1989 George Lovejoy, Meredith & Grew
7. November 30, 1989 Boston Society of Architects
8. November 30, 1989 Marc Rosenthal, Bank of New England
9. November 30, 1989 Mayor Raymond Flynn
10. December 11, 1989 John Wilson, Design Subcommittee Report
11. December 13, 1989 William McCall, Leggat McCall/Grub & Ellis
12. December 14, 1989 Mayor Raymond Flynn
13. December 14, 1989 BSA - Anthony Mallows
14. December 20, 1989 Boston Water & Sewer Commission
15. December 22, 1989 Saunders & Associates - 88 Exeter Street
16. December 22, 1989 Boston Area Walking Alliance
17. December 23, 1989 Frederic Moscowitz
18. December 26, 1989 Elaine L. Salloway, 88 Exeter Street
19. December 28, 1989 David Bienert, 88 Exeter Street
20. December 29, 1989 Laura S. Pratt, 88 Exeter Street
21. December 29, 1989 Gasper P. Marsala, 88 Exeter Street
22. December 28, 1989 Kamala K. Hess & Cletus J. Warren,
88 Exeter Street
23. January 4, 1990 David King - Weston Hotel
24. January 4, 1990 Ted Gutelius, First Church of Christ
Science

25.	January 4, 1990	Eric D. Ort, 88 Exeter Street
26.	January 8, 1990	George F. Carty, 88 Exeter Street
27.	January 5, 1990	Claremont Neighborhood Association
28.	January 8, 1990	John E. Paul, 88 Exeter Street
29.	January 5, 1990	Lauria Taylor Curby, 47 St. Botolph
30.	January 17, 1990	Prudential Apartments Association/ Bernstein & Bronstein

ANN M. HERSHFANG
64 West Rutland Square
Boston, Massachusetts 02118

November 14, 1989

Mr. Barry Pinciss, Chairman
St. Botolph Citizens' Committee
22 Cumberland Street
Boston, Massachusetts 02118

Dear Barry:

I would like to bring three pedestrian-oriented concerns to the attention of PruPAC, in the hope that there can be thorough discussion of them.

My first concern is with the intersection of West Newton-Huntington-Belvidere Streets. This intersection is a heavy pedestrian crossing from South End-St. Botolph to the Back Bay which was made inhospitable during the Huntington Avenue widening in the late 1970's by the cutting back of the corners and flattening of turning radii on the two Back Bay corners. Aggressive left turns from Belvidere intown onto Huntington and continuous "Don't Walk" pedestrian lights increase the problem. The original Prudential design for the northeast corner, based on unrealistic traffic analyses by Vanesse Hangen, worsened this problem by adding another lane on Huntington Avenue. I request that priority be given to redesigning this intersection to be pedestrian-friendly, bringing back the corners, cutting down the unnecessary street widths and creating traffic signals and pavement treatments that would favor foot traffic or at least give it a chance.

My second concern relates to the width of the sidewalk around the site and its surface treatment, partially discussed at the October 17th meeting. One primary goal of pedestrian walks is walkability. Brick pavement, while believed to enhance property values, provides a walking surface which is slow, holds snow and ice longer in the winter, and becomes

Mr. Barry Pinciss, Chairman
St. Botolph Citizens' Committee
November 14, 1989
Page 2

irregular and dangerous with time. Brick has always been a problem for the elderly, carriages and carts. Granite is flat and handsome (and expensive); the issue is what will happen when it must be dug up. Concrete, though not currently in favor, is really very serviceable and walkable. As to width, Boylston Street should retain its wide sidewalk width and Huntington Avenue should acquire width. My understanding of the Boylston Street guidelines is that, where the sidewalk is wide, there will be 2 rows of trees, 10 feet apart. Ten feet is a very narrow sidewalk.

Third, redesigning the Harcourt-Huntington-Fairfield intersection should be a priority.

Finally, does the Prudential plan provide long-term and short-term bicycle parking, inside and outside? Everyone who bikes to the Prudential along the Southwest Corridor, Esplanade and Commonwealth Avenue is one less car on Back Bay streets.

Such issues will matter a lot to people over time but may get only slight notice at the meetings because of the magnitude of other questions. I hope they will be discussed before it is too late and I would like to be part of those discussions.

Very truly yours,



Ann M. Hershfang

nck
0462H

Louis I. Kane
Co-Chairman &
Co-Chief Executive Officer

au bon pain.
THE FRENCH BAKERY CAFÉ

November 17, 1989

Au Bon Pain Co., Inc.
19 Fid Kennedy Avenue
Boston, MA 02210-2497
(617) 423-2100
FAX: (617) 423-7879

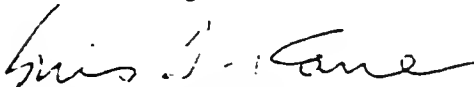
Mr. Clarence Jones
Chairman
Boston Redevelopment Authority
9th Floor
One City Hall Plaza
Boston, MA 02201

Dear Mr. Jones:

Au Bon Pain has been a tenant in Prudential Center since 1978. Our first location was in the space now occupied by the new Hynes Convention Center. Our second location, which continues to operate, is on the Saks 5th Avenue concourse. In addition, we recently opened an Au Bon Pain Bakery Cafe opposite the Plaza entrance to the Hynes. As long term tenants, we support, wholeheartedly, the redevelopment plan for the Prudential Center.

Prudential management and RM Bradley, agents for Prudential, have done an outstanding job with the city, the community and tenants like us in preparing an extraordinary anchor to the Back Bay. It is my hope that the board of the Boston Redevelopment Authority will approve Prudential's master plan, scheduled for presentation on November 30.

Sincerely,



Louis I. Kane

/mbf

bcc: Donald M. Campbell

Received

NOV 22 1989

R.M. Bradley & Co., Inc
Prudential Center Management

CODMAN
ASSOCIATES

Brokers in Commercial Real Estate

Lawrence A. Bianchi
Chairman

November 29, 1989

Mr. Clarence J. Jones
Chairman
Boston Redevelopment Authority
Ninth Floor
One City Hall Square
Boston, Massachusetts 02201

Dear Chairman Jones:

I am writing in support of the Prudential Center redevelopment project as proposed by The Prudential Property Company and to encourage you and the other members of the BRA board to vote favorably on behalf of the project. I sincerely believe it will have an extremely positive impact on the Back Bay.

I have been a resident of Boston as well as working in its commercial real estate market for 26 years. I am also the Chairman of the Boston Industrial Financing Authority, serving on it for 17 years. Additionally, I have been the representative for the Greater Boston Real Estate Board on the city's Landmark Commission since its inception in 1976.

All of the above to just state my professional opinion and personal involvement, in Boston, have convinced me that the new "Pru" Center is one of the best conceived projects brought before your board for approval.

Sincerely,

Lawrence A. Bianchi

Lawrence A. Bianchi

cc:Stephen Coyle

LAB:adh

CSAPLAR & BOK

ONE WINTHROP SQUARE
BOSTON, MASSACHUSETTS 02110

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TELECOPIER

(617) 357-4436

655 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA 94111
(415) 382-7000

CARL E. HEILMAN
COUNSEL

RICHARD C. CSAPLAR, JR.
JOHN F. BOK
FREDERICK GOLOSTEIN
ROGER L. ELLISON
PAUL J. MCNAMARA
LEWIS A. BURLEIGH
ARNOLD P. MESSING
THOMAS H. TRIMARCO
ROBERT A. S. SILBERMAN
WILLIAM C. STONE
GEORGE A. PAGE, JR.
RICHARD HIERSTEINER
JAMES H. BELANGER
STEVEN L. PAUL
GEORGE E. CURTIS
DENNIS W. TOWNLEY
KATHRYN COCHRANE MURPHY
CYNTHIA J. WILLIAMS
ROSS A. PASCAL
RICHARD A. WILEY
ANDREW P. HIER
ROBERT O. CANTY
ROBERT W. HESSLEIN
ANNE W. PLIMPTON
NANCY M. CULLEN
LEONARD M. SINGER
THOMAS G. COLLINS

December 26, 1989

By Messenger

John DeVillars
Executive Secretary
Executive Office of Environmental Affairs
100 Cambridge Street
Boston, MA 02202

Pamela Wessling
Acting Assistant Director for Urban
Design and Development
Boston Redevelopment Authority
9th Floor, City Hall
Boston, MA 02201

Re: Final Environmental Impact Report
EOEA No. 7208
Final Project Impact Report - Prudential

Greetings:

The Office of Environmental Affairs and The Boston Redevelopment Authority have requested that abutters and other interested parties submit comments to them on the Final Environmental Impact Report and the Final Project Impact Report on the Prudential Center Redevelopment. I am submitting this letter of comments on behalf of The Lenox Hotel and The Copley Square Hotel, two abutters to the project.

As stated in our earlier comments, The Lenox Hotel and The Copley Square Hotel both are located on corners of the block of Exeter Street abutting the Prudential Center; The

CSAPLAR & BOK

John DeVillars
Executive Office of Environmental Affairs
Pamela Wessling
Boston Redevelopment Authority
December 26, 1989
Page 2

Lenox at Boylston Street and the Copley Square at Huntington Avenue. Both are small, non-convention hotels which will be much affected by the redevelopment of the adjacent Prudential Center, particularly on the impact it will have upon Exeter Street between Boylston and Huntington. Our concerns, we believe, reflect the similar concerns of the other Exeter Street neighbors, the Cafe Budapest, the apartment dwellers at 88 Exeter Street and The Boston Public Library. All hope to have the residential, Back Bay character of that block reinforced and enhanced by the redevelopment and the errors and scars left by the earlier efforts at development corrected and replaced.

On June 30th, we submitted a letter of comments to the Boston Redevelopment Authority outlining our concerns and suggestions. We had hoped to see significant improvements in the Final Reports, but find to our surprise and disappointment that on virtually all our issues no progress has been made by Prudential, Exeter Street continues to be mistreated by their designers and planners. Given the importance that the future of this residential block has to the ongoing success and value of our hotels, we have no recourse but to urge you to reject the Final Reports as inadequate.

Our specific concerns, all of which were discussed at length in our prior comments are as follows:

1) Construction Activity Impact. We were led to believe we had Prudential's promise that Exeter Street would not be a designated route for trucks coming from the west. If we in fact had that promise (as we believe we did), it has been rudely broken, for Exeter Street remains a truck route. This will result in queuing of trucks on our narrow residential street, rather than on Huntington. This alleged mitigation is totally unacceptable. We cannot survive ten years of construction activity and heavy duty trucks being concentrated on Exeter Street.

2. Loading Dock Location and Design. Consistent with Prudential's apparent view of Exeter Street as a rear alley which it is entitled to mistreat as it pleases, its preference for placement of a new loading dock on Exeter Street and its design will insure the disruption of traffic, the discouragement of pedestrian traffic and the degradation of the appearance of the street. We cannot support and will oppose this location for the following reasons:

CSAPLAR & BOK

John DeVillars
Executive Office of Environmental Affairs
Pamela Wessling
Boston Redevelopment Authority
December 26, 1989
Page 3

The Draft Reports fail adequately to consider the effects with respect to air and noise pollution upon our areas of Exeter Street of placement of the loading dock there. The intersection at Huntington and Exeter is already heavily utilized. Clearly, the substantial level of additional truck traffic generated by the loading dock will have significant effects on air quality in the area of that intersection and that must be addressed in the Reports. Furthermore, the measurements of noise levels on Exeter Street in the Final Reports did not consider the effects on the Copley Square Hotel side of Exeter Street of the additional noise from the back-up of trucks on Exeter Street waiting with engines and freezer units running to use the loading dock. As owners of the Copley Square Hotel and the Lenox Hotel, we must be particularly concerned with the resultant impression upon potential customers and the negative experience for those who do decide to stay at our hotels.

In addition, the proposed design and manner of operation of the loading docks, other than the turntable, seem to be indifferent to any concern for mitigating noise or the effect of the loading dock's appearance. For example, no set-back from the street is provided.

Because of the Draft Reports' failure adequately to address these matters, we would oppose the Exeter Street location for three new loading docks for a major food store.

3. Parking Garage Entry and Design. The Prudential side of Exeter Street even as reworked continues to be an unacceptable and hostile pedestrian environment. The Lord and Taylor loading docks and concrete emplacements need to be redone, plantings brought to the street level not up above a pedestrian's head.

4. Streetscape Improvements. If Prudential plans to devote its frontage on Exeter Street to service uses, the Prudential side of Exeter Street will not be an appropriate environment for library users, hotel guests and the residents of 88 Exeter Street, unless it is re-landscaped. Prudential should provide granite and brick sidewalks, street trees, and lamps. Furthermore, if they pre-empt their sidewalk area for service use, they will be diverting pedestrian traffic across the street. This side must as well be improved with a streetscape design of commensurate quality.

It is inappropriate and offensive for Prudential to attempt to pass off the costs necessary to repair the

CSAPLAR & BOK

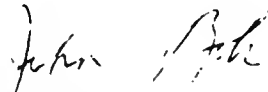
John DeVillars
Executive Office of Environmental Affairs
Pamela Wessling
Boston Redevelopment Authority
December 26, 1989
Page 4

streetscape damages done by their service usage to abutters such as the Public Library and the residents of 88 Exeter Street, as well as our hotels. If they propose to advance their own project by placing service uses on a residential street, they must do so in a manner that mitigates the impact of these uses. As we said in our earlier letter, if we are to maintain the existing value of our hotels and of the Cafe Budapest, we must give our guests and customers an appropriate environment. The character of the street must be set by the library, the apartment house and the two hotels, not by loading docks, garages and dumpsters.

We had hoped in June that Prudential would heed our concerns about the degradation to the quality of life on Exeter Street potentially created by their plans. It is apparent from their continuation of construction truck use of the street, uncontrolled loading dock traffic and refusal to mitigate their impacts by redoing the streetscape on both sides of the street that the proponent here cares little about what they do to their Exeter Street neighbors. In turn, both the Final Environmental Impact Report and the Final Project Impact Report are deficient in failing adequately to consider the environmental impacts of the Project upon us and the potential for their mitigation.

We therefore request the Secretary of Environmental Affairs to reject Prudential's Final Environmental Impact Report for its failure to comply with Massachusetts General Laws Chapter 30, Sections 62 through 62G, and request the Director of the Boston Redevelopment Authority to disapprove the Final Project Impact Report as providing insufficient mitigation measures.

Sincerely,



John Bok
Attorney for The Lenox Hotel
and Copley Square Hotel

Meredith & Grew, Incorporated

160 Federal Street
Boston, Massachusetts 02110-1701

(617) 330-8000
Telecopier (617) 330-8130

November 27, 1989

1 - 6

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority
One City Hall Plaza - 9th Floor
Boston, MA 02201

Dear Chairman Jones:

I am writing in support of the Prudential Center redevelopment project as proposed by The Prudential Property Company.

The initial Prudential development was catalytic to the resurgence of Boston. The proposed new project offers a similar opportunity to the Back Bay business district and the City. The open process conducted by the Prudential, the BRA, the Mayor's office and neighborhood and business groups has been exemplary providing input from all constituencies. Now is the time to move forward, and I hope you and other members of the BRA Board will vote favorably.

Very truly yours,



George M. Lovejoy, Jr.
Chairman

GML:eh
cc: Mr. Stephen Coyle
Mr. Robert J. Walsh



Design Advisory Group of the
Prudential Project Advisory
Committee

November 30, 1989

Prudential Project Advisory Committee, Inc.
c/o Mr. Barry Pinciss
Chairman
22 Cumberland Street
Boston, MA 02115

Attention of: Mr. John Wilson, AIA Co-Chairman
Mr. Arthur Howe Co-Chairman
Pru Pac Design Review Sub-Committee

Dear Mr. Pinciss:

We, the undersigned members of the Boston Society of Architects Design Advisory Group of the Pru Pac Design Review Committee, wish to thank the Prudential and the Boston Redevelopment Authority for the opportunity to comment on the Final Development Plan for the Prudential Center Redevelopment.

As an independent design advisory group, the Boston Society of Architects has been involved with this project for the last five years, and we wish to express our continued interest in working with you on this highly important development project in the City of Boston.

We have participated with the Design Review Committee of the Pru Pac through a series of public presentations and special briefings, for which we are grateful to the Prudential and its design team for having provided. Based on our review of the project to date and on an examination of the "Draft Report of the Design Sub-Committee of Pru Pac", we are heartened by progress made in the last few months in the narrowing of project alternatives and the resolution of a number of major design issues.

We believe that the southern portions of the project, including the Huntington Avenue Tower, Belvidere Street Facade, Huntington Avenue Facade, Huntington/Belvidere Entrance and Huntington Streetscape Guidelines are generally successful in meeting the urban design goals established for the project; we would like to commend all involved for the substantial progress. The northern portions of the project, including Boylston Street Plaza and Entrance, and Boylston Street Facade are less well resolved and require further study.

NOV 30 1989

We would like to offer the following more specific comments:

Huntington Street Tower

The design advisory group feels that as currently designed, this building represents a successful addition to the Prudential Center's skyline. The height of the cornice line and building's overall modulation and scale along Huntington Avenue (as shown on Drawing DP 19) represent a good schematic design which mediates well between the Pru Tower and Huntington Avenue. Further study of the building volume, height and setbacks above the proposed cornice line may be appropriate.

Belvidere Street Facade

The design of the Belvidere Building as shown on Drawings DP 19, DP 20 and the presentation model represents a creative and successful response to a complex set of issues of urban form. The building gracefully resolves the curvilinear street line of Belvidere, effectively terminates the vista from Copley Square Plaza, and is appropriately massed as it relates to the Pru Center's Huntington Avenue and Belvidere facades.

Huntington Avenue

The current design for this facade extending from the Huntington/Belvidere entrance to Exeter Street, represents a considerable improvement. We strongly endorse the steps which have been taken to create a well-designed, lively, second "front door" for the Prudential Center. In particular, we would like to note:

- o A continuous frontage is critical to delivering a successful Huntington Avenue edge.
- o The location of independent small-scaled neighborhood retail opening to Huntington Avenue between East Ring Road and Exeter Street is important.

Two additional retail elements of the Huntington Avenue facade require further study:

- o The Height of Star Market: A two-story street wall represents a positive response to the need to avoid a long, low, "suburban" feel on Huntington Avenue.
- o Design of two levels of public sidewalk in terms of width and handicapped access.

Huntington Belvidere Entrance

We endorse the concept of a major public entry at this location. The specific design needs further study to ensure a visible, accessible, open "protected" entrance.

Streetscape Guidelines

A more definite statement of that the streetscape guidelines for Huntington Avenue should be established and the Prudential Center edges should be designed in accord with these guidelines.

Boylston Street Plaza and Entrance

The design of the Boylston Street Plaza and Entrance to the North/South arcade, while appropriately scaled as an urban space, remains largely unresolved. This area requires further study, in concert with the design of the proposed Boylston Street buildings, to fully integrate the streetscape, building volume and open space.

Specific issues to be addressed include street front activity and range of uses and construction phasing (Drawing DP-23) in order to ensure that the Prudential Center's Boylston Street frontage represents a harmonious, active and complete design statement at the time of its construction.

Boylston Street Facade

The "gap" along Boylston Street appears to introduce a break in the continuity of an active street front experience (Drawing DP 7). The project design team should address the design of this important street facade (refer to previous above). The design advisory group feels that public "access" to the Prudential is vitally important and would recommend that a public entry opposite Fairfield Street be examined. We believe that the following issues are critical to the Prudential Center's urban design presence along Boylston Street and should be addressed at this time.

Pedestrian Network

The arcaded pedestrian network through the site, which connects significant entrance portals, interior courtyards, and buildings within the complex is extremely important to the surrounding neighborhoods. The current design of this all weather, 24 hour open access network represents at this stage of the design process, a successful and meaningful pedestrian environment. We endorse the direction that the detailed design of these arcades is taking, and as reflected in the current large scale sectional elevations. We would recommend that as the detailed design progresses, input from the Advisory Committee should continue.

Prudential Project Advisory Committee Inc.
November 30, 1989
Page 4

We wish to thank the Prudential Project Advisory Committee, the Design Review Sub-Committee, the Prudential and the BRA for the opportunity to provide commentary on the urban design elements of the Prudential Center Development Plan.

Should you have any questions concerning our comments and recommendations, we would be pleased to answer them. We look forward to our continued involvement with the project as it moves forward through zoning and final design.

Respectfully submitted,

Boston Society of Architects
Prudential Design Advisory Group

A handwritten signature in black ink that reads "Anthony Mallows". The signature is fluid and cursive, with a large initial 'A' and a stylized 'M'.

Anthony Mallows, AIA
Chairman

David Dixon, AIA
Member

Harold Goyette, AIA
Member

Constance McMillin
Member

cc: Wilson Pollack, FAIA, President
Richard Fitzgerald, Executive Director
Randolph Jones, AIA, Co-Chair
Gregory Winter, General Manager
Steven Coyle, Director
Pamela Wessling
Homer Russell
Thomas Maistros

Boston Society of Architects
Boston Society of Architects
Boston Society of Architects
The Prudential Property Company
Boston Redevelopment Authority
Boston Redevelopment Authority
Boston Redevelopment Authority
Boston Redevelopment Authority

GW

November 30, 1989

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority
9th Floor
One City Hall Plaza
Boston, MA 02201

Dear Mr. Jones:

This letter is being sent to you in order to express Bank of New England's support for the proposed redevelopment of the Prudential Center. Bank of New England has had a major presence in the Pru Center since its initial opening in the mid 1960's. The location, which originally served as our corporate headquarters, now functions as one of our most important banking offices.

We have seen the business community, along with the neighborhood mature over the past twenty years and we are pleased to have been a part of this growth. The plans for both additional office and residential development will further enhance this portion of the Back Bay.

Bank of New England endorses the Prudential Property Company's plans and looks forward to serving our current customers and an expanded customer base as a result of the redevelopment.

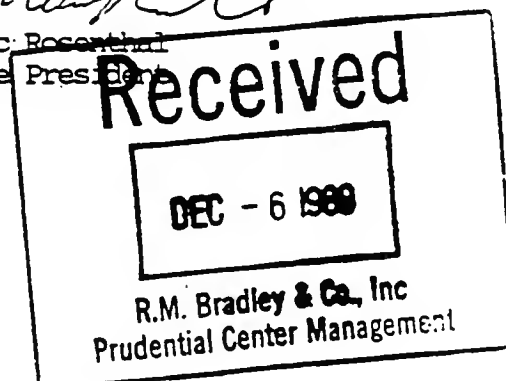
Sincerely,



Marc Rosenthal
Vice President

MR/pcm

✓ bcc: Donald Campbell





CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR
RAYMOND L. FLYNN

November 30, 1989

Mr. Clarence Jones, Chairman
Boston Redevelopment Authority
Boston City Hall
Boston, Massachusetts 02201

Dear Chairman Jones and Members of the Board:

The redevelopment of the Prudential Center heralds the decade of the 1990's for the Boston economy. This new mixed-use project will produce new jobs for Boston residents, additional housing in the downtown neighborhood, and a lively urban environment for shoppers, workers, and residents.

With a total development cost of approximately \$380 million, the Prudential Center redevelopment proposal represents a significant investment in new office and residential space in Boston and will result in substantial benefits citywide and to adjacent communities.

The proposed redevelopment will generate approximately \$9.3 million in annual new tax revenues, 2,200 construction jobs, 5,600 permanent jobs, \$8.73 million in housing and jobs linkage funds, new daycare space, improvements to area MBTA stations, and \$2.5 million to support community projects and housing programs.

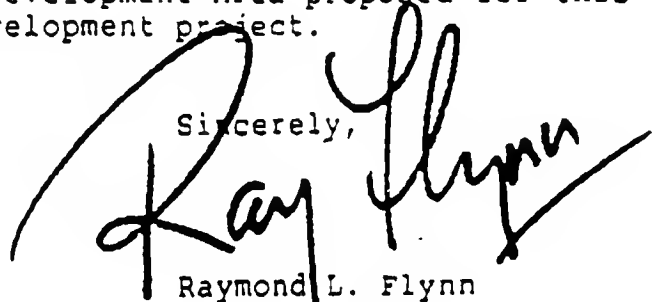
The success of the project's new urban design plan and the extensive program of public benefits generated for affordable housing, job training, neighborhood organizations, and public improvements, are tributes to the three-year community review process established by the Prudential Project Advisory Committee (PruPAC). I would like to commend and thank the members of PruPAC and the community for their tireless efforts on behalf of the neighborhood. Because of the participation of the community, unions and local businesses, the Prudential redevelopment will respond to the needs of its neighbors and respect its surroundings.

LETTER/BRA Board
November 30, 1989
Page Two

The Prudential project represents not only a model of how development should be planned, but a model of how neighborhoods, developers, and City Government can work together to harness development and ensure continued economic prosperity in the years ahead. The Prudential Company deserves credit for listening to and responding to the community and the city throughout this lengthy planning process.

I urge you to approve the Planned Development Area proposed for this important and well considered redevelopment project.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Ray Flynn". The signature is written over the word "Sincerely," and extends to the right, crossing the printed name below.

Raymond L. Flynn
Mayor of Boston

cc Homer
Shirley
Tara
Scott
David
Ted

Payette Associates Inc
40 Isabella Street
Boston MA 02116 5296

(617) 423-0070

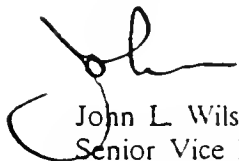
11 December 1989

Dear Sub-Committee Member:

Enclosed is the final draft of our report to the general PruPAC. It is intended to incorporate the sense of the meeting on the 7th. Comments should come to Arthur Howe or myself as soon as possible. The goal is to get a final report to all PruPAC members prior to the general meeting on January 2.

Very truly yours,

PAYETTE ASSOCIATES INC.



John L. Wilson, AIA
Senior Vice President
Design and Planning

FINAL DRAFT REPORT OF THE DESIGN SUB-COMMITTEE OF PRUPAC

Based on review and discussion of materials presented as part of the Final Development Plan, there is consensus that Prudential and its consultants have, from the six schemes and voluminous documentation of the Draft PEIR, forged a final scheme that responds directly to the PruPAC's criticisms of the DPEIR and is very much in accordance with PruPAC's guidelines.

It is worth pointing out the most salient positive features:

- The numbers of pedestrian entries from the surrounding streets to the center will activate and syncopate those streets as well as add vitality throughout the deck level pedestrian network.
- The major entry nodes at the Huntington/Belvedere and Huntington/East Ring corners are appropriately scaled as major urban gateways.
- The inclusion of significant public spaces, both open and glass covered, and their direct relationship to the pedestrian network is very effective in the civic character imparted to the development.
- The massing and orientation of the proposed office tower is very effective in breaking the geometry of the Center and responding to Huntington Avenue and the Huntington arcade. The height diminishes the sterility of 101 Huntington and brings the Pru Tower down into an ensemble of buildings.
- The commitment to enduring, natural materials for the buildings and arcades and walkways is welcome.

The sub-committee also has areas and issues that are not yet resolved. These are listed below and the addressing of them in the next phase of the process should be a condition for approval of the FPEIR.

1. The major entry node on Boylston with its plaza is not perceived to be nearly as clear or strong as the two major entrys on Huntington Avenue at Belvedere and East Ring Road. The goal is to have the plaza be a part of the entry sequence to the Boylston Arcade.
2. The gap between the housing blocks on Boylston has a very negative effect on the continuity of the street. By filling the gap up through the plaza level, an enclosed entry would be created that is integrated with the east-west plaza arcade. Above this height the gap serves the important purpose of giving light and view to the apartments at the north end of the Boylston building. This should be incorporated in the PDA.
3. Massing and setbacks on Huntington need further work within the proposed zoning envelope. The goal is to use cornice heights and setbacks to perceptually diminish the mass seen from the south side of the avenue as well as along it, from the east and west.

4. The Huntington Ave. street wall between E. Ring Road and Exeter Street requires further study. The goal is to gain enough wall height to visually strengthen the continuity of the street and to continue the streetscape across what is essentially an arched bridge over the turnpike crossing below. It is important to have active uses along the street frontage with entry from Huntington Avenue.
5. The Huntington/Belvedere entrance options need to be further explored. The goal is to express a major public gateway to a major public arcade. This goal applies equally to the two other major gateways.
6. The attitude to streetscape needs reinforcement. The goal is to promote continuity of the public realm along Boylston and Huntington. Those two boulevards are more important than the buildings along them. The pavement material and pattern should not markedly change at building entries or building frontages.
7. The design vocabulary for the arcaded pedestrian network needs further work, though much progress has been made. The goal is for a structure that is civic, public and looks ahead fifty years. It should create a new standard for public pedestrian realms, not be a slave to historic precedent.
8. The green spine extending west from Blagden Street should be strongly linked to the Boylston arcade. This is an internal/external circulation node that is presently not well developed.
9. Some space in the Center should be earmarked for service retail - shoe repair, tailor, dry cleaner, small professional offices, and the like. The design goal is to have useful services, directly available for all the people who use and inhabit the center and to enrich the affordability spectrum of the center, ranging from the arcades and open spaces (free) to the most exclusive.
10. As important as the palette of materials will be for the success of the architectural design, how they are used is even more critical. It would be very useful to devote a PruPAC discussion to this issue.
11. It will be tremendously helpful, as the project proceeds, to pursue more design studies from the perspective of a person on the street, on the deck level and inside the various buildings in the Center looking out, rather than from above and away looking down on a model.
12. Lord & Taylor's upper level entrance at the east end of the arcade over East Ring Road should be reopened and required to remain open to ensure pedestrian activity in that precinct.

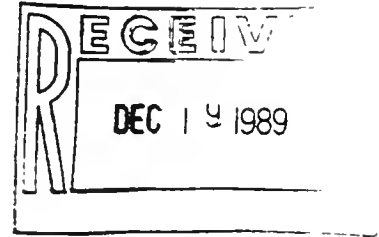
13. Clarification is needed as to what the pedestrian realm will be like at the beginning and end of each of the proposed phases. Our particular concern is with the juncture of new and old as the project proceeds along Huntington Avenue and Boylston Street. The goal is that the streetscape and internal pedestrian network and open spaces be completed in conjunction with, or in advance of, the buildings.
14. It is important that PruPAC continue its advisory role after the PDA and FPEIR. This should be ensured in writing in the PDA. The basis of continued involvement remains the Guidelines and the desire to have the Prudential Center attain the civic vision embodied in those Guidelines.

Respectfully Submitted,

John Wilson
Arthur Howe

Leggat McCall/Grubb & Ellis

WILLIAM F. MCCALL, JR.
Chairman and CEO



December 13, 1989

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority
One City Hall Plaza - 9th Floor
Boston, Massachusetts 02201

Dear Chairman Jones:

I am pleased to write in support of the Prudential Center redevelopment project as proposed by The Prudential Property Company.

The approval process undertaken by Prudential, under the direction of the BRA and involving many neighborhood and business groups, had to be as complete as any undertaking ever attempted in our City. The results look terrific! There is every reason to expect that this new project will positively impact the City in a similar manner to the initial Prudential development.

In the light of existing conditions in the City of Boston, it would seem that the present would be a perfect time to move this project forward. I hope you and the other members of the BRA Board will vote favorably on it.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bill McCall". The signature is fluid and cursive, with a long horizontal line extending from the end.



CITY OF BOSTON - MASSACHUSETTS

OFFICE OF THE MAYOR
RAYMOND L. FLYNN

December 14, 1989

Mr. Clarence Jones, Chairman
Boston Redevelopment Authority
Boston City Hall
Boston, Massachusetts 02201

Dear Chairman Jones and Members of the Board:

The revitalization of the Prudential Center and its surrounding area promises to be perhaps the most significant development in Boston in the last 30 years. A critical element in planning the Prudential Center's revitalization is the establishment of new zoning regulations for the Huntington Avenue/Prudential Center District.

In 1986, I appointed the Prudential Project Advisory Committee (PruPAC) to oversee this complex planning process and to develop recommendations for the permanent zoning for the Huntington Avenue/Prudential Center District. Since that time, hundreds of meetings have taken place in an effort to address these goals in a comprehensive fashion. The results of the effort and commitment of the PruPAC members are reflected in the thoughtful and well considered zoning provisions before you today. I want to take this opportunity to, once again, thank the members of the PruPAC for their tireless efforts to bring about this important blueprint for their neighborhood's future.

The Huntington Avenue/Prudential Center District zoning plan provides strong neighborhood protections while at the same time promoting balanced economic growth in this critically important area of the city. Some of the primary provisions and benefits of the new zoning plan include: revitalization of the Prudential Center; new open space; creation of new affordable housing; and strong traffic mitigation measures.

LETTER/CLARENCE JONES

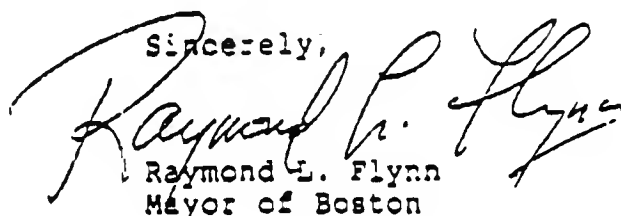
December 14, 1989

Page Two

This new zoning plan is part of my Administration's efforts to keep Boston on strong economic footing at a time when the Commonwealth is experiencing severe economic difficulties. In fact, among the things that my Administration can do to assist the Commonwealth at this difficult time is to maintain a strong, stable, diversified economy, because Boston is the engine that drives both the State and the regional economy.

I am committed to promoting economic development that is sensitive to the residents of Boston. That is why I support passage of the Huntington Avenue/Prudential Center District zoning plan. I urge the BRA Board to approve this plan and I thank you for your consideration in this important matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Raymond L. Flynn". The signature is fluid and cursive, with the first name "Raymond" being the most prominent.

Raymond L. Flynn
Mayor of Boston



CITY OF BOSTON - MASSACHUSETTS

OFFICE OF THE MAYOR
RAYMOND L. FLYNN

December 14, 1989

Mr. Clarence Jones, Chairman
Boston Redevelopment Authority
Boston City Hall
Boston, Massachusetts 02201

Dear Chairman Jones and Members of the Board:

The \$380 million Prudential Center Redevelopment Project represents an important opportunity for the downtown neighborhoods and for Boston. The proposed redevelopment will generate an estimated \$9.3 million in annual new taxes, 2,200 construction and 5,600 permanent jobs, \$8.73 million in housing and jobs linkage funds as well as a number of other community benefits including child care opportunities, seed money for community projects and development of a neighborhood traffic mitigation plan.

However, this package of benefits would be insufficient if the Prudential Center Redevelopment would in any way jeopardize the current protections of the tenants now living at the Prudential Center. Since this proposal was first introduced nearly three and one-half years ago, members of my Administration and I have heard the concerns and fears of Prudential residents about how this proposal would effect their homes. In meetings with the community and with tenants, I have reassured Prudential tenants that I would not allow any project to go forward which would harm the Chapter 121A status of the existing Prudential apartments. No Boston resident should fear the loss of his or her home because of development in our city.

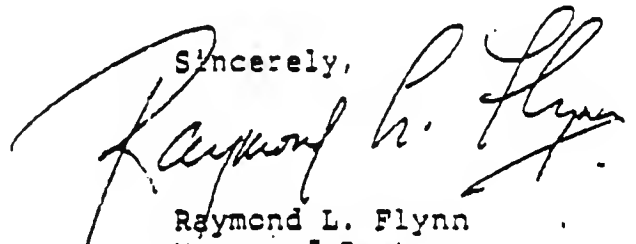
The Prudential Company and the Prudential Project Advisory Committee, representing twenty-two neighborhood, business, and labor organizations, should be commended for keeping the protection of Prudential tenants a top priority in the hundreds of hours of planning for this project. As a result of the hard work of Prudential, the neighborhood and City planners, a plan is being proposed to you today which will both preserve these strong protections while allowing the project to move ahead.

LETTER/CLARENCE JONES
December 14, 1989
Page Two

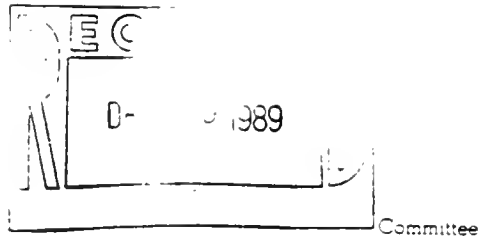
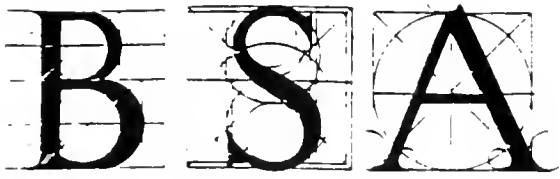
This project is a model for many reasons. It is not only a model of how development should be planned in our city, but a model of how neighborhoods, developers and city government can work together to harness development and ensure continued economic prosperity in the years ahead. And, it is a model because, despite the large scope and many economic rewards expected from the project, it does not sacrifice the interests of the longtime neighborhood residents who will and must be a part of this project. The Prudential Project is a model because it exemplifies the commitment to the principle that development does not benefit the city unless it benefits all of its residents.

I urge you to approve the Chapter 121A Separation and Termination proposed for this well considered project. This action will not only protect the current residents of the Prudential Complex, but will allow this important project to move forward.

Sincerely,

A handwritten signature in cursive script, reading "Raymond L. Flynn". The signature is written in dark ink and is positioned above the printed name.

Raymond L. Flynn
Mayor of Boston



13

December 14, 1989

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority
Board of Directors
One City Hall Square
Boston, Massachusetts 02201

Dear Mr. Jones:

The Boston Society of Architects Design Advisory Committee to the Prudential Center Project wish to record our support for the proposed permanent zoning of the Huntington Avenue/Prudential Center District insofar as it relates to the urban design quality of the proposed Prudential Center Redevelopment.

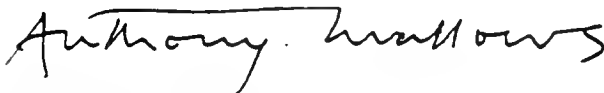
We are supportive of zoning that protects the urban design character of an area such as the Huntington Avenue/Prudential Center district. For those areas affected by the proposed zoning that are not specifically related to the Prudential Center Project scope, we will make specific comments within the next two weeks.

Mr. Clarence Jones
December 14, 1989
Page 2

However, we are total support of the proposed zoning as it affects the urban design quality of the proposed Prudential Center Redevelopment as we have had the opportunity to review it in detail.

Respectively submitted,

Boston Society of Architects
Prudential Design Advisory Group



Anthony Mallows, AIA
Chairman

David Dixon, AIA
Member

Harold Goyette, AIA
Member

Constance McMillan
Member

AM/su

cc: Wilson Pollack, FAIA, President	Boston Society of Architects
Richard Fitzgerald, Executive Director	Boston Society of Architects
Randolph Jones, AIA, Co-Chair	Boston Society of Architects
Gregory Winter, General Manager	The Prudential Property Company
Steven Coyle, Director	Boston Redevelopment Authority
Pamela Wessling	Boston Redevelopment Authority
Homer Russell	Boston Redevelopment Authority
Thomas Maistros	Boston Redevelopment Authority

6.30
2043T

**Boston Water and
Sewer Commission**

425 Summer Street
Boston, MA 02210-1700
617-330-9400
Fax 617-330-5167



December 20, 1989

Secretary John P. DeVillars
Executive Office of Environmental Affairs
20th Floor
100 Cambridge Street
Boston, MA 02202

Attn: MEPA Unit

Re: Prudential Center Redevelopment FEIR
EOEA #7208

Dear Secretary DeVillars:

The Commission has reviewed the Final Environmental Impact Report (FEIR) for the Prudential Center Redevelopment Center Project. The preferred plan described in the FEIR will increase the existing water use by about 270,000 gallons per day (gpd). The wastewater generated by domestic and cooling uses will be about 210,000 gpd more than the current flow estimate.

We offer the following comments:

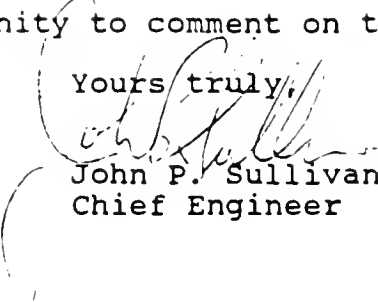
1. More design details for both the water and sewer system improvements will be required.
2. Sections of the West Side Interceptor, in particular on Dalton Street, will have reduced flows because of the abandonment of the 30-inch siphons. The potential for maintenance problems created by the reduced flows needs to be evaluated.
3. A more detailed water conservation program is required. Measures which minimize irrigation uses should be described. All fountains must recycle water and will be subject to seasonal use restrictions. We also request that the volumes of grey water and steam condensate used for irrigation, fountains and cooling tower make-up water be included in the program description.



Secretary John P. DeVillars
December 20, 1989
Page Two

Thank you for the opportunity to comment on this project.

Yours truly,


John P. Sullivan, Jr., P.E.
Chief Engineer

JPS/PK/mo

cc: Andrew Boyd, PBQD
Richard Mertens, BRA ✓
Stephan Shea, BWSC

Jm

Boston Area Walking Alliance

156 Milk Street
Boston, MA 02109
(617) 451-9450

December 22, 1989

Janet McCabe
MEPA Unit
Executive Office of Environmental
Affairs
100 Cambridge Street
Boston, Massachusetts 02202

Dear Ms. McCabe:

The Boston Area Walking Alliance would like to comment on the Final Project and Environmental Impact Report for the Prudential Center Redevelopment. We are pleased that the Project's proponents have tried to work within the guidelines established by the Advisory Committee, PruPak.

The Boston Area Walking Alliance advocates for pedestrians. Because we are a new organization, we were not able to comment on the DEIR. We therefore offer the following FEIR comments on the pedestrian - walking - environment.

Walking is essential to a vital city life. In Boston it is also an important transportation mode. Boston has the second highest walk-to-work percentage, after Cambridge, MA, of U.S. cities. In the Prudential Area, Back Bay and South End neighborhoods, thirty to forty percent of all residents walk to work. By contrast only twenty to twenty-five percent drive.

The Boston Area Walking Alliance feels that projects such as Prudential's should encourage the ability of people to reach work, home and recreation on foot. Because our laws and regulations derive from an auto-oriented society, developers and policy makers tend to favor ease of vehicle movement over foot traffic, even when walking is the predominant mode. We are concerned that this is the case with the Prudential Center Redevelopment.

We would like to see the Project's sponsors address the pedestrian environment more thoroughly before the Prudential footprint is finalized. The Walking Alliance therefore

recommends that a supplemental FEIR be prepared to address pedestrian concerns. This document should discuss whether walking will be safer, pleasanter and more convenient not just on the Prudential site, but in the adjacent neighborhoods. More specific comments are presented below.

1. Pedestrian Movement Beyond the Site's Boundaries

Pedestrian movement beyond the site's boundaries has been inadequately analyzed. The Level of Service (LOS) analysis presented in the DEIR addresses sidewalk capacity, but does not deal with pedestrian/vehicular conflicts. We would like to see the supplemental FEIR illustrate pedestrian flow volumes and primary routes from pedestrian generators. These are: the South End, Back Bay, transit stations, Boylston Street stores and institutions, Star Market and the Hynes Convention Center.

Once these routes have been identified, project sponsors will be able to illustrate how they will be altered. We would like this information to be quantified through pedestrian counts and presented in graphic form with sidewalk and walkway dimensions. Specifically, we would like to know:

- Will vehicular/pedestrian conflicts increase? If yes, where, how and what are mitigating measures?
- Will walking times be increased through signalization which favors vehicle traffic over pedestrian movement, and right-turning traffic. Project sponsors seem to dismiss the possibility of an exclusive pedestrian signal phase at Huntington and the East Ring Road which they claim will become a major pedestrian thoroughfare.
- What changes will take place in the pedestrian micro-environment? For example, will walkers be subjected to increased auto fumes? Will a greater percentage of pathways be in shadow for longer periods throughout the day as a result of the new buildings. (Studies show that shadow can cut pedestrian volumes by a quarter to a half). Will visual and design details of paving, plantings, street furniture and lighting create pathways that encourage walking?

2. Pedestrian Route Continuity and Safety

We would like to see more attention to the continuity of walking routes and pedestrian safety. The FEIR refers

to "generous sidewalks" but is sketchy on other route characteristics such as continuity and safety. We would like the proponents to demonstrate the following:

- Will the Huntington to Boylston walkway along the Belvidere-Dalton edge be made more conducive to pedestrian movement. Since the Hynes closed the western access through Prudential, this edge has become the primary public route between the South End and the Auditorium subway station. Currently both sides of Belvidere-Dalton are interrupted by garage entrance/exits, the Sheraton-Boston hotel entrance and other discontinuities. The problem should be solved in conjunction with this development. This issue has been treated lightly in the FEIR, but should be given a closer look.
- Whether or not the Turnpike ramp traffic en route to the Prudential garages will interfere with pedestrian movement?
- How will garage entrance/exits and loading docks of the Prudential Center Project impact pedestrian activity?

3. Intersections on the Project's Periphery

In general, the FEIR does not acknowledge life beyond the perimeter streets and thus does not analyze intersections at the Project's edge. We would like to see the following addressed:

- Boylston-Exeter-Huntington-Harcourt intersections. Will the crossings here make it easy for people walking to the Star Market, considering that auto access is to be discouraged?
- Huntington-West Newton-Belvidere intersection. Will this intersection be safer? Techniques to make this intersection safer for its heavy pedestrian traffic should be analyzed. These might include restoring the corners, changing "Walk-Don't Walk" programming, striping crosswalks, instituting No Right Turn on Red, controlling the dangerous left turns and so forth. We particularly oppose (as did others in DEIR comments) adding a fifth lane on Huntington westbound because it will make a bad corner worse.
- East Ring Road and Huntington Avenue intersection. What specific changes will be made? We commend the attempt to reclaim this intersection from the disaster created in conjunction with the Copley Place project,

but it needs closer and clearer analysis. Since moving the Massachusetts Turnpike Authority (MTA) off-ramp cover 30 feet west is crucial here, it would be helpful to know whether the MTA considers it possible. Also, what effect will the proposed garage opening have on this intersection?

4. Increased Encouragement of Public Transportation Usage

The Boston Area Walking Alliance strongly supports the use of public transportation since mass transit users are not in cars. We have noted that the Neighborhood Association of the Back Bay in Volume II, 9.63 commented, "How do we encourage subsidization of MBTA passes? Can commercial leases require this?"

We applaud the measures offered by Caravan and demonstrated in the FEIR to encourage public transit usage. However, because these efforts are voluntary they may not be highly effective. We believe that leases of commercial space should include provisions for subsidization of transit passes through the City of Boston's PDA powers or its zoning powers. We attach language from Appeals Court decision No. 88-P-1000 in Harvard Square Defense Fund, Inc. vs. Planning Board of Cambridge which seems applicable. We suggest that the standard be a fifty to seventy-five percent MBTA pass subsidy for seventy-five percent of Prudential employees, and also that parking space charges be high.

The supplemental FEIR should specify an amount or ratio for parking charges. Transit pass subsidies should be required, not "encouraged," (4.10). Because this area is very well served by public transportation - four Green lines, the Orange line, eight MBTA bus lines and six private carriers - it should be a test case.

To conclude, we commend the project proponents for having conscientiously addressed impacts. We feel, however, this very urban project presents an opportunity to enhance the walking environment of the neighborhoods. We would like to see this effort presented in a supplemental FEIR.

Sincerely,



Dorothea Hass
Executive Committee
Boston Area Walking Alliance

cc: Pamela Wessling, BRA
Barry Pinness, PruPak

located across from a Massachusetts Bay Transportation Authority station and that the permits are conditioned upon special arrangements designed to limit the use of automobiles by tenants and other patrons of the buildings. ⁶ The plaintiffs have no assigned right to park on any street. Parking is by resident sticker, and the plaintiffs have legal recourse if unstickered vehicles park on their streets. Additionally, because of the special conditions annexed to the permits in order to discourage the use of automobiles, it is at best speculative whether the project will cause any increased traffic or parking problems.

The plaintiffs' reliance on Bedford v. Trustees of Boston University, 25 Mass. App. Ct. 372, 376-378 (1988), to support a violation of a private legal interest is misplaced. In Bedford, the automobiles causing the parking and congestion problems on the plaintiff's street were proved to belong to Boston University

⁶ A condition of the permit for the building to be located at 38-40A Brattle Street reads as follows:

"The permittee shall implement a subsidized 'T' pass program which shall be made mandatory for all tenants of the building through the lease agreements executed and shall consider and encourage other methods to encourage transit use and discourage the use of automobiles by tenants and customers of tenants of the building. The details for such a transit use plan, including the 'T' pass program, shall be submitted to the Planning Board for review prior to issuance of an occupancy permit for the building and shall be made a condition of this Special Permit."

A condition of the permit for the building to be located at 40 Brattle Street and 12-14 Mifflin Place reads as follows:

"The permittee shall cooperate in any study undertaken by the City to review improvements which may be necessary in the vicinity of the intersection of Mifflin Place and Mount Auburn Street. The permittee is strongly encouraged to participate in a subsidized 'T' pass program and other programs designed to encourage transit use into the Square."

Ms. Pamela Wessling, Acting Assistant Director
for Urban Design and Development
Boston Redevelopment Authority
Boston City Hall
Boston, MA 02201

RE: Final Project Impact Report - Prudential

Dear Ms Wessling,

I was notified today of a proposed loading dock to be located at the entrance of the Prudential parking garage on Exeter Street. I am writing to you to express my disapproval.

I am a resident at 88 Exeter Street and my apartment faces the front of the building and the proposed construction site. If this loading dock is built, the noise and congestion caused by trucks coming and going would be very annoying. Presently, street noise is already very loud, vehicle fumes and dust is a terrible problem and litter is hard to control. I really believe these problems will be much worse if a loading dock is built here.

I have lived here for several years and I urge you to think about how this would impact the tenants of 88 Exeter. Please do not approve this proposal!

Thank you,
Fredric Orosco

88 EXETER STREET
BOSTON, MA 02116
617-262-4266

cc Tom
Victor
Ed
- 251
.....

December 26, 1989

Mrs. Pamela Westling
Acting Assistant Director for
Urban Design and Development
Boston Redevelopment Authority
Boston City Hall
Boston, MA 02201

RE: FINAL PROJECT IMPACT REPORT - PRUDENTIAL

Dear Mrs. Westling:

I am writing in response to the proposed loading dock for the Prudential Center on Exeter Street. Living directly at the proposed site, I am highly opposed to this proposal due to the various negative impact this will bring to my home (increased rodents, congestion, noise, pollution,).

I strongly urge you to oppose the proposed Prudential loading dock and will greatly appreciate your support of this stand in this matter.

Thank you, in advance, for your assistance.

Sincerely,

Elaine L. Salloway

ELAINE L. SALLOWAY

December 29, 1989

Ms. Pamela Wessling
Acting Assistant Director
for Urban Design and Development
Boston Redevelopment Authority
Boston City Hall
Boston, MA 02201

Re: Final Project Impact Report - Prudential

Dear Ms. Wessling,

I am a resident at 88 Exeter Street in Boston and I am writing to you in regards to the proposed loading dock at the Prudential.

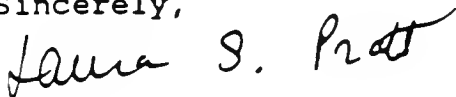
I have lived in the back bay for several years and I truly love the area. When I learned of the proposed loading dock and the anticipated impact on the neighborhood I was distressed. If this proposal is passed there will of course be dramatic changes and inconveniences to all area residents. More importantly, however, this development will alter the environmental balance of Exeter Street and surrounding streets. There will be additional congestion, increased noise pollution, diesel fumes, food odors, increased litter and the rodent population will soar! It saddens me to think that one of the few remaining green spaces in the Back Bay will be destroyed and replaced with concrete and asphalt.

I myself often sit and read on the green next to the Gloucester Apartment complex. During warm weather the grass and trees become my little touch of country. Won't you please help all of us, who cherish green, open spaces, to protect and preserve these dwindling oases?

I ask that you not pass the proposed loading dock--
please help us to keep this planet green and inhabitable.

Thank you for your attention.

Sincerely,



Laura Steele Pratt

88 Exeter Street, #62
Boston, MA 02116

7

No talk that with us the army of
 nois, except the fact that people running
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December 28, 1989

Ms. Pamela Wessling, Acting Assistant Director
for Urban Design and Development
Boston Redevelopment Authority
Boston City Hall
Boston, Mass. 02201

RE: Final Project Impact Report - Prudential

Dear Ms. Wessling:

We must write to register our complaints about the proposed loading dock project planned for the Prudential and Gloucester apartment. We are residents of 88 Exeter Street, directly across the street from the Prudential garage. This project would have a very serious effect on our living conditions and we would like to go on the record as saying that we are strongly against this plan.

The apartments on Exeter street are very susceptible to noise, fumes, etc. There is enough disturbance at this time from the "normal" traffic and city activity. The added problems that this loading dock would cause seem very serious to us and to others in our building.

Again, it is our sincere hope that this project will not be approved by the city. We hope also that the interests of those living directly in the area will be taken into account.

Thank you.

Sincerely,



Kamala K. Hess
88 Exeter Street, Apt. 74
Boston, Mass. 02116



Cletus J. Warren
88 Exeter Street, Apt. 74
Boston, Mass. 02116



THE WESTIN HOTEL
Copley Place Boston

50011
D. 4210
Ted

David C. King
Managing Director

January 4, 1990

Mr. John DeVillars
Executive Secretary
Executive Office of Environmental
Affairs
100 Cambridge Street
Boston, Massachusetts 02202

Ms. Pamela Wessling
Acting Assistant Director for Urban
Design and Development
Boston Redevelopment Authority
9th Floor
City Hall
Boston, Massachusetts 02201

Dear Ms. Wessling and Mr. DeVillars:

On behalf of The Westin Hotel, Copley Place, who currently conducts business at 10 Huntington Avenue in Boston, I would like to share with you our strong objections as they relate to proposed plans for the Prudential Center Redevelopment.

Our business primarily centers around the sales of guest rooms, meeting rooms and food and beverages. Our location in the Back Bay Area of Boston, specifically adjacent to the proposed Prudential Center Redevelopment, close to the Hynes Convention Center and in connection with Copley Place and The Marriott Hotel are extremely important in our efforts to promote this hotel as a destination and an ideal place in which to do business.

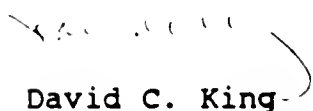
We do not agree with the location of the Prudential's proposed loading dock on Exeter Street nor do we agree with the proposed design. This layout would drastically affect the aesthetic value of the residential nature of Exeter and would be an unsightly, noisy and foul smelling attraction for our guests who travel through this neighborhood to shop, visit local restaurants and conduct business meetings at the Hynes Convention Center on a year-round basis.

Page Two

We are further concerned about the use of Exeter Street for construction activities and traffic in connection with the development and firmly believe that this situation would present a safety hazard for our guests, our patrons and the residents of our Back Bay neighborhood. We would recommend that trucks use Huntington Avenue as opposed to Exeter.

While we are in favor of your plan and excited about the future prospects of a re-designed Prudential Center, we cannot allow our business to be negatively impacted by your recommendations and/or designs. We sincerely hope that you will reconsider your plans for these two areas.

Sincerely,


David C. King
Managing Director

DCK:jsh

The First Church of Christ Scientist

General Services

BOSTON REDEVELOPMENT
AUTHORITY

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January 4, 1990

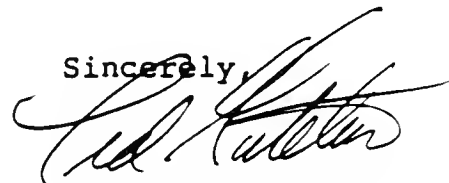
Clarence Jones, Chairman
Boston Redevelopment Authority
City Hall
72 Warren Avenue
Boston, MA 02116

Re: Prudential Redevelopment

Dear Mr. Jones:

We are pleased to see progress made on the redevelopment of the Prudential Center. We have had a number of meetings with the Prudential. The issues which we are working on with Homer Russell and the Prudential staff are generally being handled under the next phase of the approval process.

Sincerely,



E. W. Gutelius, Jr.
Facilities Manager

CC: Homer Russell

ERIC D. ORT

4 January 1990

Ms. Pamela Wessling
Acting Assistant Director
for Urban Development
Boston Redevelopment Authority
Boston City Hall
Boston, MA 02201

Re: FINAL PROJECT IMPACT REPORT - PRUDENTIAL

Dear Ms. Wessling:

As a resident at 88 Exeter Street, I am writing to express my concern over the proposed construction of a loading dock for the Prudential/Gloucester Apartments.

There are many concerns I could voice about both the "during" and "after" of the proposed project. During construction residents and visitors to the city who frequent this area while staying in the local hotels, will face enormous inconveniences due to additional traffic, construction debris, noise, rodents, and a multitude of other unpleasant side effects.

What particularly concerns me, however, are the after effects of this proposed project. Residents of 88 Exeter and guests of the Copley Square Hotel will be faced with a loading dock in their "front yard." With the construction of a service-related facade, this block of Exeter Street, which is already scarred by the Lord & Taylor receiving area, will be turned into a commercial zone. Any sense of being part of a neighborhood in the Back Bay and Copley Square will be destroyed as the street turns into a service alley-way. Long after the inconveniences of construction have passed, those who live and work in the area will be forced to confront the irreparable aesthetic damage this project threatens.

I am appalled that the BRA would entertain such a proposal and I entreat you to consider the implications such a project would have for this neighborhood.

With every anxious hope that this project does not come to fruition, I am,

Respectfully yours,



cc: John DeVillars

88 Exeter Street #27
Boston, Massachusetts 02116

George F. Carty
88 Exeter Street
Boston, Massachusetts 02116
617-424-7107



Horticultural Design

8 January 1990

Ms. Pamela Wessling
Boston Redevelopment Authority
Boston City Hall
Boston, MA 02210

re: Prudential Center development

Dear Ms. Wessling:

I am writing to you as a resident of Boston; I have lived at 88 Exeter Street in the Back Bay for five years. Recently, the managing agent of 88 Exeter Street, Saunders and Associates, informed the tenants of proposed development adjacent to our building. The Prudential Center expansion is inevitable - business is business - but the idea of a proposed loading dock for such a large scale project on a residential street is atrocious.

I am not aware of Exeter Street zoning, but I do know this block consists of two residential buildings, two hotels and the Boston Public Library - hardly the place for commercial activity. The present amenities, few though they are, that the Prudential Center offers Exeter Street do not stack up to the detriments it proposes. As a resident witnessing the activity on Exeter Street on a daily basis, I feel my observations merit attention and hope they assist the B.R.A. in its redevelopment efforts:

Current Merits on Exeter Street Due to Prudential Center

- Linden trees
- grass
- spaciousness of plaza behind Lord & Taylor
- symmetry of lighting pattern on plaza
- plantings by Lord & Taylor sign on Exeter Street
- pedestrian activity

Current Detriments on Exeter Street Due to Prudential Center

- 10' high stone wall fronting street
- Lord & Taylor loading dock (traffic back-up to Boylston)
- Lord & Taylor daily early morning trash pick-up
- parking garage activity
- parking garage stairway used as urinal
- no existing pedestrian sidewalk to parking garage
- cars using garage do not respect pedestrians crossing entrance
- 11:30 PM closing time of garage gates
- no trees planted at sidewalk level on Exeter Street
(though ample sidewalk room)
- shadows of skyscrapers (all south-west of 88 Exeter)
- 50' existing between buildings on opposite sides of street

Current Problems on Exeter Not Directly Related to Prudential Center

- double parking
- diesel exhaust from hotel tour buses and airport limos
- hotel taxi traffic
- bus waiting zone (fumes)
- heavy car traffic leading to Prudential garage, Copley Place, Mass. Pike and Huntington Avenue
- difficult (dangerous!) to cross street heading toward Copley Place (a pedestrian accident waiting to happen)
- tractor trailer maneuvering
- wind

Potential Problems of Proposed Loading Zone

- diesel exhaust from trucks
- maneuvering of trucks
- potential round the clock operation
- trash
- rodents
- noise
- smells
- additional traffic tie-up

As you can see, and I'm sure it's usually the case, the problems far outweigh the merits. Potential building will, additionally, eradicate five of the existing six merits which I mentioned.


Compared to a mega-development project, I realize my concerns may seem insignificant. I also realize that at this location the B.R.A. is faced with a very complex piece of real estate - skyscrapers, several underground levels, the Mass Pike, the Green Line and Amtrak rails and opinions all to maneuver in and around. I hope the actual needs and desires of the citizens of Boston are not considered secondary to these non-human (though necessary) city functions. With such heavy development along the Back Bay "spine", Exeter Street may seem like a historic anomaly; it may be too late for this end of Exeter to approach anything like the appearance of Exeter towards the river, but wouldn't it be nice if it did? It seems to me that any utilitarian needs of the Prudential Center, with so much acreage of the city, could and should be met internally. There are several access roads surrounding the Prudential parcel and one cross road. The distance to adjacent buildings on Huntington Avenue and parts of Boylston Street is several hundred feet; between buildings on Exeter it is only fifty feet. Is it too much to ask to enlarge an existing service entrance, or to put a service entrance on an almost dead, commercial street such as across from Saks Fifth Avenue? Perhaps that is considered sacred ground.

If aesthetic concerns are not enough, consider these facts:

- o The present maneuvering of tractor trailers into the Lord & Taylor loading dock causes tie-ups and even gridlock at Boylston Street almost every morning. Trucks cannot maneuver a left turn off Blagden down Exeter Street the correct way, and so head down Exeter the wrong way. I have seen trucks hit parked cars trying to make the left turn. To back into Lord & Taylor's driveway, depending on driver experience, often takes as much as twenty minutes for one truck, during which time, automobile traffic is at a standstill.
- o Automobile traffic waiting at the light on Exeter Street at Huntington Avenue frequently backs up beyond the present garage, even beyond Blagden Street. Could additional trucks improve this situation?

I hope the B.R.A. will reconsider the implications of the proposed action more thoroughly. An older woman who lives at 88 Exeter tells me stories of when there was a railroad yard across the street, and "sunlight". From her perspective, nothing is permanent and this can only be seen as a modern "improvement". (Will a heliport be next?) If I happen to live at 88 Exeter anywhere near as long as she, I hope the Prudential Center - as my very visible neighbor - is a bit more sensitive to myself and my co-residents then to offer our doorstep a loading dock. With all due respect, I ask that you do all you possibly can to maintain the urban fabric of the area and the residential character of Exeter Street.

Sincerely yours,

A handwritten signature in black ink, appearing to read "George F. Carty". The signature is stylized with a large, looped "G" and a cursive "Carty".

George F. Carty

CLAREMONT
NEIGHBORHOOD
ASSOCIATION
BOSTON SOUTH END

27

TO: Pamela Wessling
Boston Redevelopment Authority

FROM: CLAREMONT NEIGHBORHOOD ASSOCIATION

DATE: January 5, 1990

Comments of the Claremont Neighborhood Association on the Huntington Ave./
Prudential Center Permanent Zoning, Prudential PDA, Prudential Cooperation
Agreement, and Prudential Center 121A Agreement.

OVERVIEW

In general the membership of the Claremont Neighborhood Association supports and endorses the PruPAC approval of the four items on the BRA agenda for January 18, 1990, however, the CNA feels that it is important for the BRA to consider the following comments and concerns:

- *Allocation of Public Benefit Monies.
- *Mass. Ave. Traffic Plan.
- *Mass. Ave. Redevelopment.
- *West Newton Street Traffic.
- *Parking Shortage.
- *Other Concerns.

COMMENTS AND CONCERNS

1. Allocation of Public Benefit Funds.

Concern was strongly expressed that the allocation of the Public Benefit funds is not equitable, and there was not a full and open process of review. The use of Public Benefit monies to do capital improvements in the St. Botolph Neighborhood which were originally promised by the BRA to be funded out of other projects was site as a prime example. Instead the CNA membership recommended that \$100,000 of that money be allocated to social needs, especially in the South End.

2. Mass. Ave. Traffic Plan.

Great concern was expressed about the current Mass. Ave. Traffic Plan which would remove residential, curb-side parking from selective sections of Mass. Ave. between Tremont and Huntington Ave. as parked car form an important safety buffer for pedestrians, especially children and the elderly.

There is a strong belief that the traffic plan, as currently conceived, is based on a flawed premise that to eliminate residential parking spaces will improve traffic

flow. Instead, total enforcement of all existing parking restrictions, increase parking tickets to \$50, and traffic control officers at three intersections should begin now. The street should be actively monitored for three months. If this is done, it is believed, no elimination of curb-side parking would be required.

3. Mass. Ave. Redevelopment.

Mass. Ave. residents between Columbus Ave. and St. Botolph St. are lacking street-light installations, have broken sidewalks and a poorly maintained roadway. Capital improvement monies should be used for these items.

4. West Newton Street.

Making West Newton Street one-way is opposed by the CNA.

5. Prudential Parking Shortage.

As it is City policy to ensure a parking shortfall, the CNA moved to require Prudential to subsidize 50% of all transportation passes for 75% of their workers, tenants and staff and to tripple underground parking rates for all-day users.

6. Other Conerns.

Hynes Show Trucks and all tour bus layovers should be required to stay in off-site locations until actually in use. The CNA wants a commitment to a specific location.

A Continuous Sidewalk Is Needed Around the Sheraton Hotel so that pedestrians can safely access the site.

Curb Design on Huntington Ave. from Exeter St. through West Newton should not have wide curb-cuts to encourage large trucks and buses.

Deliveries to the Prudential should limited to the time before 8AM and after 3PM, however, this does not take into account possible logistical problems.

Change in the zoning along the Western section of Huntington Ave. may allow for the development of high rise structures which block the current vistas of the Christian Science Center. This should be avoided. Attached is a more detailed description of the potential lose and a photograph showing the vista.

###

Respectfully Submitted,



Franklin T. Jordan

Co-President

Claremont Neighborhood Association

From vantage points commencing at West Newton Street heading west to Massachusetts Avenue along the heavily foot trafficked Southwest Corridor Park, including but not limited to all of the abutting streets between Columbus Avenue and St. Botolph Street including the public alleyways, is a splendid vista of the Mother Church at the Christian Science Center Complex (photo's in addendum A to these comments) which The Claremont Neighborhood Association and other adjacent/abutting neighborhoods have an active interest in retaining. This vista would be eliminated by the existing proposal to increase the building height on the South Side of Huntington Avenue between Durham Street and Massachusetts Avenue. Many City dwellers, commuters and tourists would mourn such an act.



8 January 1990

John E. Paul
88 Exeter Street
Boston, MA 02116

424 7107

Ms. Pamela Wessling
Boston Redevelopment Authority
Boston City Hall
Boston, MA 02210

Ms. Wessling:

I have just heard of the proposal for a loading dock for the Prudential Center project and hope it's not too late to be writing you.

I don't know what was behind the decision for planning a loading dock on Exeter Street, but from my view, it's a terrible mistake. Of course, since I'm told it would be located opposite my building, I view it as an inconvenience - the noise, congestion and general ugliness associated with that sort of use are all concerns. People tend to forget this end of Exeter Street is a residential street; not only are two apartment buildings here, but two hotels and the Library. From an urban design standpoint, that aspect of the street should be reinforced rather than destroyed. The blank stone wall and current entrance to the parking garage is hostile enough to the urban fabric - now that the City has a chance to improve matters, it should - and we as citizens, myself an architect, look to the B.R.A. for assistance in preserving and improving the urban environment.

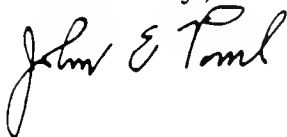
Additionally, the memorandum I received mentions potential problems with litter, rodents and fumes from diesel trucks - all valid complaints. An even greater problem is the congestion, however. Exeter is a much used connecting street to the Mass Pike as well as Huntington Avenue. There are already major problems with trucks using the Lord & Taylor loading dock. The conflicts with traffic result in back-ups past the corner of Boylston Street, lots of annoyed drivers, especially taxis from the hotels honking their horns. Trucks are tempted to use Blagden Street, which cannot handle large trucks. They get tied up at the corner, being too long to negotiate and there have been some accidents as a result. It would seem to be a better solution to move the loading dock, even if it just an entrance, to a completely internal affair, to the Ring Road which Saks Fifth Avenue fronts on. . Traffic is much less a problem there, it's

a wide street and has virtually no residential character (qualities) to it. I understand the Star Market may be moved to that street - again I see no conflict with locating the loading dock on a commercial street.

I hope that you will consider this plan and that it will help the cause in bringing the appropriate people to reconsider the proposal. I would greatly appreciate hearing from you any information regarding the project in general.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "John E. Paul".

John E. Paul

cc: John DeVillars

JAN 5 3 25 PM '90

Laurie Taylor Curby
47 Saint Botolph Street, #2
Boston, MA 02116
(617) 266-2855/ 749-7737

cc: [unclear]
[unclear]
[unclear]
[unclear]

January 5, 1990

Board of Directors
Boston Redevelopment Authority
City Hall - 9th floor
Boston, MA 02209

RE: Public Comment Period ending January 5, 1990
Reflective Glass Usage-new PRU Tower
Prudential Center Redevelopment

Dear Sirs:

The new tower of the Prudential Center Redevelopment is currently planned to incorporate reflective glass windows ABOVE the height of the abutting buildings. To our knowledge, no group views this reflective glass disapprovingly. Yet, when BRA Director Stephen Coyle was directly questioned about the reflective glass at the November 28 public forum on the PRU, Mr. Coyle and his subordinate Homer Russell denied their acceptance of the planned glass.

That denial is not believable. Messrs. Coyle and Russell have a serious issue of moral compliance to resolve with the Saint Botolph neighborhood, and specifically a block its residents, concerning reflective glass.

From December, 1987 thru to and including the July, 1988 Zoning Board of Appeal hearing on the 116 Huntington Avenue building (across the street from the new PRU), a senior BRA manager was present at all meetings and party to the 116 Huntington developer's commitment to the Saint Botolph neighborhood to use reflective glass on the entire backside of the 116 Huntington building for the benefit of the abutting residents and neighborhood. Specifically, Mr. Victor Karen, the BRA Senior Project Manager, was party to the critical compromise to provide reflective glass that was a condition of the Saint Botolph Citizen's Committee membership vote to approve the building. The ZBA approved the reflective glass "subject to the normal BRA design process".

The neighborhood nor its directly affected abutters were ever advised by Mr. Karen nor any person that the BRA, via Mr. Russell, intended to deny the reflective glass, on subjective architectural "aesthetic" reasons, AFTER procuring the neighborhood's approval of the building at the ZBA hearing. Mr. Russell made known to the neighborhood AFTER the hearing that he opposed reflective glass because 1) the BRA desires to reduce the use of reflective glass in new buildings, and 2) the BRA will not continue to approve reflective glass on building abutting historical neighborhoods. The BRA crisis of ethics is worsened by the fact that Mr. Russell allegedly

submitted a letter (June 5, '88) to the ZBA PRIOR to the hearing to discourage its approval of reflective glass withouth ever having the BRA advise the Saint Botolph neighborhood of such. Mr. Russell was the primary "soldier" the developer utilized to persuade the ZBA to overturn its former approval of the reflective glass at a specific second hearing on reflective glass in August, 1989.

It is a serious breach of ethical BRA-neighborhood relations for a senior BRA member to deny an architectural element that was promised to a neighborhood AFTER the BRA procures the neighborhood's vote. It is worse when that denial occurs AFTER another BRA representative is party in meeting after meeting to the developer's commitment to fulfill that promise. It is a further outrage for the BRA to then accept that same architectural element on another building directly across the street only a few months later. The same architect has designed both buildings.

Mr. Russell's endorsement of the PRU tower reflective glass at both a late October '89 PRUPAC and the November 8 SBCC neighborhood meeting, and then his and Mr. Coyle's denial of such at the November 28 PRU public forum only further aggravates their lack of credibility.

If the BRA is to approve reflective glass on the north side of Huntington Ave for the new PRU tower, it must be consistent and allow what was already promised on the South side of Huntington. The plain glass ordered for the backside of 116 Huntington Ave. can still be cancelled and reflective glass ordered while the building is in construction.

The Board and the BRA will be further contacted to rectify this harmful and unfortunate breach of a promised compromise.

Thank you,



Laurie Taylor Curby
Direct Abutter to 116 Huntington Ave.

cc: Andrew Celentano, SBCC President
Mr. James Ellis, SBCC Real Property Chair
Dr. Michael Silevitch, Abutter Representative to 116 Huntington Ave.
Mr. Barry Pinciss, Chair PRUPAC
Mr. James Kelly, City Council

BERNSTEIN & BRONSTEIN

ATTORNEYS AT LAW

31 STATE STREET SUITE 300
BOSTON, MASSACHUSETTS 02109
(617) 742-4340
Facsimile (617) 742-0170

January 17, 1990

BY HAND

Clarence Jones, Chairman
Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201

Re: Prudential Center Redevelopment

Dear Chairman Jones:

I am writing on behalf of the Prudential Apartments Association ("PAA") in support of the proposed redevelopment of the Prudential Center. The PAA's membership consists of tenants of the three Prudential Center apartment buildings, the Gloucester, the Fairfield, and the Boylston. At the public hearing held on the Prudential's PDA request on November 30, 1989, two representatives of the PAA testified as to several concerns, stating that those concerns would have to be adequately resolved if the PAA were to be in a position to offer its support for the PDA. In addition, the PAA long held the position that it would be unable to support Prudential's request for separation and termination of the commercial portion of the redevelopment under chapter 121A unless the tenants were provided enforceable assurances that the rental status of the apartments would be unaltered through at least August 31, 2001.

As you know, the PAA testified in support of the chapter 121A separation and termination at the public hearing held on December 14, 1989 as a result of the commitment by Prudential to provide an enforceable guarantee of the continued rental status of the apartment buildings through August 31, 2001, prior to the commencement of construction on the redevelopment. The PAA is grateful for the resolution passed by the Board at the December 14 hearing in support of the PAA's position in this matter. The PAA also appreciates the open and fair consideration of its concerns by the BRA staff.

Since the resolution of the chapter 121A issues, the PAA, Prudential, and BRA staff have been working to resolve the remaining issues of concern to the PAA. These issues concern the need to provide the tenants with secure, self-parking arrangements in the parking garage, the location of vents as they may affect air quality on the deck level, pedestrian safety on

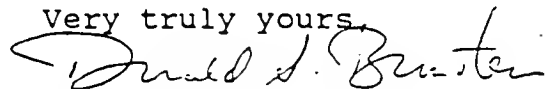
East Ring Road, the need to minimize construction truck traffic on Exeter Street, and the need for off-site parking for tour buses and for the Hynes Convention Center.

I am pleased to report that Prudential has now made sufficient commitments on each of these issues that they may be considered resolved. I will not set forth the details of that resolution here other than to note that they are contained in correspondence from Prudential's attorney, David Ries, to me dated December 27, 1989, January 5, 1990 and January 16, 1990, copies of which have been previously provided to the BRA. The commitments made by Prudential on these issues, together with the earlier assurances concerning the maintenance of the apartments as rental units, have resulted in a decision by the PAA to put aside its earlier opposition to the redevelopment and to now offer its support.

This support is conditioned on the additional commitment which Prudential has made to continue to work with the PAA to resolve any future issues which may arise. The PAA will most certainly seek the assistance of the BRA should the Prudential at any time fail to follow through on its commitments or otherwise fail to work in a good faith and cooperative manner with the PAA. On the other hand, the PAA views the discussions of the past several weeks, and the progress which has been achieved, as strong indications that Prudential is serious about addressing the current and future concerns of the tenants.

In conclusion, I would again like to thank the Board and the BRA staff for its consideration of the PAA's concerns which, together with the efforts made by the PAA and the Prudential to resolve the major issues, has been an important element in allowing the PAA to offer its support for the Prudential Center redevelopment.

Very truly yours,



Donald S. Bronstein

DSB:baw

cc: David P. Ries, Esq.
David Keto, Esq..

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